

Warranty

I. WARRANTY AGAINST DEFECTS

I.1 Customer's Warranty

(a) Subject to the Warranty Claim Procedure and Warranty Terms and Conditions outlined below, the Company warrants the goods supplied to be free of defects arising from faulty workmanship or materials for a period up to seven (7) years from the date of delivery by the Company and guarantees that services will be rendered with due care and skill.

(b) The rights given by this Warranty are in addition to all other rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this Warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation application to the supply of goods and services which cannot be excluded, restricted or modified.

(c) Information about the Company giving this Warranty

- (i) Manufacturer's name: Breezway Australia Pty Limited
- (ii) Manufacturer's business address: 35 Cambridge Street, Coorparoo QLD 4151
- (iii) Manufacturer's telephone number: (07) 3847 0500
- (iv) Manufacturer's email address: sales@breezway.com.au

I.2 Warranty – Consumer Statutory Rights

(a) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(b) Please note that the rights under the Australian Consumer Law are limited in circumstances, where the purchaser of our goods is not a "consumer". You are a Consumer only if the price of the goods is below \$40,000 or the goods are of a kind ordinarily acquired for personal, domestic household use or consumption.

I.3 Warranty Claim Procedure

(a) If a defect appears in the goods within the warranty period, to make a claim under this Warranty you must, within one (1) month of the defect arising, follow the procedure outlined below:

- (i) Contact the supplier that sold you the goods to register a claim.
- (ii) The supplier will make a qualifying investigation. You must submit the following details to the Company:
 - (A) Your name, address and phone number;
 - (B) A copy of the proof of purchase;
 - (C) If possible – supply photographs showing the issue claimed;
 - (D) Clearly state the grounds for the claim and describe any relevant circumstances; and
 - (E) An assurance that the goods have not been damaged, incorrectly assembled, installed or operated, negligently treated, or misused. Any false representation may void your claim and constitute a breach in law.

(b) You will be contacted by a representative of the supplier who will arrange for the goods to be inspected and respond to bona fide claims in a timely manner.

(c) You may be required to make the goods available for inspection Mon – Fri between 9am – 5pm.

I.4 Warranty Terms and Conditions

(a) This Warranty is conditional on and the Customer is responsible for the correct installation and maintenance of the goods as set out below. The correction of any non product fault or problem is not covered by this Warranty.

(i) The goods are installed in accordance with the manufacturer's Product Performance Warranty, industry specifications for aluminium finishes, written installation specifications, good building practice and with all relevant Australian or New Zealand Standards;

(ii) The goods have been maintained according to the Company's and industry recommendations;

(iii) The goods have not been subject to transport damage, installation faults, accident, misuse, physical abuse or neglect; and

(iv) Timber goods are to be sealed by the Customer (within one (1) month of delivery) with two (2) coats of paint, varnish or sealer to both faces and edges including top and bottom. Exterior quality finishes in light reflective colours (NOT dark colours) must be applied to all goods exposed to direct sunlight or the elements.

(b) Manufacturing standards and tolerances are not deemed defects, nor are industry variations in colour of aluminium, plastic and timber componentry.

(c) The Company accepts no responsibility for glass breakage (except for faulty workmanship or materials), toughened and float glass is guaranteed against defects and degradation for three (3) years.

(d) Moving parts, which require repair or replacement as a result of faulty workmanship or materials and/or standard use, are guaranteed for three (3) years from the date of delivery by the Company. All electrical components are guaranteed for one (1) year.

(e) Only repairs carried out by the Company's personnel or authorised agents are covered by this Warranty.

(f) The Customer will be responsible for the costs associated with making any warranty claim.

(g) Any goods repaired or replaced under this Warranty will be warranted in accordance with the provisions of this Warranty for the remainder of the original warranty period or 12 months from the completion of the repair or replacement of the goods, whichever is greater.

(h) Where this Warranty does not apply, the Customer's rights are limited to the Customer's non-excludable Statutory Rights.

(i) Limitation of Customer's Rights (Non-Consumer)

In respect of any goods or services provided by the Company which are more than \$40,000 or which are not of a kind ordinarily acquired for personal domestic or household use or consumption, unless the Customer establishes that the following limitation would not be fair and reasonable, the liability of the Company will be limited to any of the following as determined by the Company:

(i) In the case of goods, any one of the following as determined by the Company:

(A) the replacement of the goods or the supply of equivalent goods; or

(B) the repair of goods; or

(C) the refund of moneys paid; and

(ii) In the case of services, one of the following as determined by the Company:

(A) the supplying of the services again; or

(B) the refund of moneys paid.

(iii) The Company will not be liable for any indirect loss or damages whatsoever including consequential loss, loss of profits, loss of opportunity or loss of use.

(iv) This Warranty is limited to the repair or replacement of the faulty product at the Company's discretion, but does not extend to the installation or refinishing of a replacement product.

I.5 To the full extent permitted by law, but subject always to the above terms:

(a) all conditions and warranties not expressly contained herein are hereby expressly negated and excluded; and

(b) the Company's liability for any breach of contract or for any negligent act or omission is limited to the cost of replacement of the goods or supply of equivalent goods and shall not extend to consequential loss, loss of profits or any liability for damage to property or death of or injury to persons howsoever caused.