

Manufacturer's Warranty for Our Products

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 for 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.

1. The Warranty

1.1 We warrant that the Product is free from defects in workmanship and materials for the Warranty Period.

2. What we must do if the Product is Defective

2.1 Subject to the conditions of warranty set out in clause 3, if the Product is found to be defective during the Warranty Period, we will repair or replace the Product free of charge.

3. What you must do to Claim Under the Warranty

In order to claim under the Warranty, you must:

- 3.1 Be able to show that the damage or defect has arisen solely from faulty materials or manufacture;
- 3.2 Be able to show that the Product has not been misused, mistreated, damaged or neglected by physical means including but not limited to, fair wear and tear, faulty installation or damage caused by refitting small replacement items, tampering, overloading or movement caused by natural movement of other structures, pests, accidents or acts of God, damage caused to components by corrosion or weathering or other environmental conditions, or unauthorised repairs after purchase;
- 3.3 Be able to show the Product has been installed in accordance with the Installation Guide available with the Product, and any other manufacturer's recommendations and specifications;
- 3.4 Be able to show that you have fulfilled your Product Maintenance Obligations;
- 3.5 Be able to show that the Product has not been used, including altered,

modified or repaired, in a manner inconsistent with the Intended Use;

3.6 Be able to show that the Product has not at any time been:

- a Exposed to excessive heat, moisture, ultra-violet or physical or chemical abuse (such as harsh abrasives, or strong or inappropriate cleaning chemicals i.e. bleach);
- b Re-installed at a location other than the original installation site; or
- c Inadequately supported by any structure to which it is installed;

3.7 Complete and register the warranty claim on Our website within 14 days of discovering the purported defect in the Product and return the Product or defective component of the Product to Us or Our agent as directed at your cost, together with proof of purchase, whereupon we shall reasonably determine if the defect is covered by Warranty;

3.8 Be able to show that you are the original purchaser by production of the original receipt of purchase clearly showing the Date of Purchase;

3.9 Pay all transportation charges incurred in returning the defective Product (or parts thereof) for repair, together with the cost of returning them to you.

4. Other Important Information in Relation to the Warranty

- 4.1 Our liability pursuant to this Warranty is (to the extent it is lawful to do so) limited to the cost of repair or replacement of the Product. Subject to clause 4.9, we shall not in any circumstances be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising from the Product or its use or application by you.
- 4.2 We shall not be liable for any costs or damage associated with disassembling, returning or reinstalling the Product or any structure to which it may affix.
- 4.3 This Warranty is subject to the relevant Product Specific Exclusions / Terms. You must be able to show that you have complied with the relevant Product Specific Terms and that the damage or defect is not caused by a Product Specific Exclusions.
- 4.4 This Warranty is personal to the Purchaser or the Product and is non-trans-

ferable and does not apply to any purchaser who bought the product from a reseller or distributor not authorised by us, including but not limited to purchases from internet auction sites or purchases considered as second-hand goods.

- 4.5 The Warranty Period strictly commences on the Date of Purchase. For the avoidance of doubt, the Warranty Period does not recommence or extend on replacement or repair of the Product under the Warranty.
- 4.6 Upon receiving a valid warranty claim through our website, we reserve our rights to request further information from you to reasonably determine whether or not the defect in the Product is caused by Us and covered by the Warranty.
- 4.7 If a defect in the Product is approved by Us, we will at our option and expense, repair or replace the defective Product or component of the Product.
- 4.8 Should the Product prove to be unrepairable or irreplaceable, we reserve the right to substitute an equivalent product if available or to retract the Warranty if no replacement is available.
- 4.9 The benefits provided to you by the Warranty are in addition to other rights and remedies available to you.

5. Who is Giving the Warranty?

PROTECTOR ALUMINIUM & GLASS PTY. LTD. ABN 81 128 806 388
 Address: 2A Page Street, KUNDA PARK QLD 4556 Phone: (07) 5476 5022
 Email: compliance@protectoral.com.au

6. Definitions

“Date of Purchase” means the date the Product is purchased and fully paid for from an authorised retailer as evidenced by the properly dated receipt issued to you at the time of purchase on or after 1 April 2023.

“Intended Use” has the meaning denoted in the table below for the applicable Product.

“Product Maintenance Obligations” has the meaning denoted in the table below for the applicable Product.

“Product Specific Exclusions / Terms” denoted in the table below for the applicable Product.

“Product” means the product manufactured by Us as denoted in the table below and purchased by You.

“Purchaser” means the original purchaser of a product manufactured by Us.

“We, Our or Us” means the Company denoted in the table below for the applicable Product.

“Warranty Period” has the meaning denoted in the table below for the applicable Product.

“You” means the purchaser of the Product.

PRODUCT SPECIFIC WARRANTY DEFINITIONS

The Product	The Warranty Period	The Company	The Intended Use	Product Maintenance Obligations	Product Specific Exclusions / Terms
Aluminium pool fencing and gates including custom manufactured pool fencing and gates	“20 YEAR WARRANTY” Means the period commencing on the Date of Purchase and expiring on the earlier of the date the Purchaser no longer owns the Product, and the date which is 20 years from the Date of Purchase.	PROTECTOR ALUMINIUM & GLASS PTY. LTD. ABN 81 128 806 388 Address: 2A Page Street, KUNDA PARK QLD 4556 Phone: (07) 5476 5022 Email: compliance@protectoral.com.au	Means for use solely and exclusively as a Pool Fence for personal domestic and household use as outlined in the current Product technical statement (PTS100101). The Product is not suitable for areas protecting a fall of 1 metre or more, nor is it suitable for use as balustrading or for other structural applications.	Means the regular maintenance obligations for this specific Product as set out in the “Product Maintenance Obligations” document accompanying the Installation Guide provided for the Product.	In addition to the conditions of Warranty in clause 3, You must be able to show that the Product has not at any time been: - in contact with a dissimilar metal (e.g. aluminium panels fixed to steel posts); or - in contact with concrete containing fast setting agents.