

# Manufacturers Warranties and Liability For <u>Acetech WPC Cladding</u>

## 1 General

Our goods and services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures with the service, you are entitled to:

- cancel your service contract with us, and
- Refund for the unused portion, or reimbursement for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does amount to major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to reimbursement for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Acetech Architectural Pty Ltd warrant that the product at the time of purchase will be free from manufacturing defects and fit for purpose. The warranty period is 20 years for residential application and 10 years for commercial application which will be based on pro rata as detail below. We may review this warranty document time to time and may update without giving prior notice.

#### 2 Definition

2.1 - Acetech means Acetech Architectural Pty Ltd ABN 97 664 542 027

2.2 - **Defect** means the defect in design, workmanship or the material or a failure of the whole or part of the product

2.3 - **Purchaser** means any original end user of the Product who purchased the Product for purpose

2.4 - **Purpose** means installation and maintenance of Acetech WPC cladding as per Acetech installation and maintenance instruction

2.5 - **Product** means the WPC cladding products purchased from Acetech

2.5 - **Residential application** means when the product is installed in personal, domestic and household use.

2.6 - Any application that does not fall under residential application will be considered as **commercial application** 

#### 3 What is covered under this warranty?

- 3.1 breakage, splintering and splitting
- 3.2 fungal decay
- 3.3 insect damage
- 3.4 Rotting
- 3.5 Splintering and splitting

## 4 Warranty table

Maximum value of claim under this warranty	Residential application	Commercial application
100%	Purchase up to 10 <sup>th</sup> year	Purchase up to 5 <sup>th</sup> year
80%	$11^{\text{th}} - 13^{\text{th}}$ years	$6^{\text{th}} - 7^{\text{th}}$ years
60%	$14^{\text{th}} - 16^{\text{th}}$ years	8 <sup>th</sup> years
40%	$17^{\text{th}} - 19^{\text{th}}$ years	9 <sup>th</sup> years
20%	20 <sup>th</sup>	10 <sup>th</sup> years

## **5** Conditions

5.1 - The warranty is not transferable, it applies only to the purchaser who bought the product from Acetech Architectural Pty Ltd.

5.2 - The warranty starts from the date of purchase and expires on following corresponding date.

5.3 - Acetech acting reasonably will determine if the product was used in a residential or commercial application when there is a claim.

#### **6** Warranty claim procedure

6.1 - Claims should be made within warranty period for residential or commercial application whichever is applicable

6.2 - The purchaser must provide written notice together with supporting documents within 30 days from discovering the defect

6.3 - The notice must include:

6.3.1 - Clear description of defect

6.3.2 - Photo of defects

6.3.3 - Quantity of product claimed to be defective

6.3.4 - Proof of purchase such as receipt

6.4 - After claim is received Acetech will conduct investigation to establish the cause of defect

6.5 - If defect is found Acetech will at its sole discretion will replace or repair any defective product. Or Acetech at its sole discretion may choose to refund all or part of the purchase price of the defective product

#### 7 Limitation and exclusions

7.1 - For this warranty the defects arising from followings are excluded

7.1.1 - Improper installation and maintenance, failure to follow installation and maintenance guidelines

7.1.2 – Defect arising from ground movement, settling, collapse or distortion

7.1.3 – Staining from mould, mildew, grease, oil and any other chemical

7.1.4 – Exposure to chemical substances

- 7.1.5 Act of God, flooding, earthquake, lightning and any other natural disaster
- 7.1.6 Gradual discoloration such as fading and staining
- 7.1.7 Fair wear and tear
- 7.1.8 Minor cracking and splits around screws
- 7.2 This warranty does not cover the following

7.2.1 - Cost associate to remove defective products from installed site or purchaser's premise

 $7.2.2 - \cos t$  to bring the defective product to Acetech premise

- 7.2.3 cost to install replaced product
- 7.2.4 any other likely cost

7.3 – Acetech deking products are subject to normal manufacturing variations in respect to dimension

7.4 - Variations in colour of the cladding boards at time of purchase and / or after installation

## 8 Contact

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