

WARRANTY AGAINST DEFECTS

Atromill Pty Limited (ATF Kaplan Family Australia Trust) T/A The Australian Trellis Door Company and its successors and assigns ("the Supplier") provides the following limited warranty against defects to:

("the Customer") [*Insert Customer's Name In Box Above*]

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in any workmanship which becomes apparent and is reported to the Supplier in accordance with 4.1 - 4.3. ("Defect").
- 1.2 The conditions applicable to the warranty given by clause 1.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) the Customer failing to properly maintain or store any Goods; or
 - (ii) the Customer using the Goods for any purpose other than that for which they were designed; or
 - (iii) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; and
 - (iv) the Customer failing to follow any instructions or guidelines provided by the Supplier for the Goods and which is also covered under the Product Maintenance section via the Supplier's website;
 - (v) installation, repair or alteration of the Goods is carried out by an unauthorised party without the Supplier's consent;
 - (vi) some key systems are restrictive. The Customer acknowledges that the Supplier must be consulted prior to consulting independent locksmiths;
 - (vii) fair wear and tear, any accident, or act of God, such as destruction by the elements;
 - (viii) tampering or attempted break-in.
 - (b) no warranty is offered by the Supplier against corrosion/malfunction of the Goods where the Goods are installed within two (2) kilometres of the high water mark or in an environment with a high saline content, or where the Customer is unable to produce written proof of regular cleaning of the Goods with an acceptable non-corrosive liquid.
 - (c) in respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

2 WHAT THE SUPPLIER WILL DO TO HONOUR THE WARRANTY

- 2.1 The Supplier will repair any defect but will be limited to supply only of the replacement or repaired faulty components or Goods.
- 2.2 This warranty does not offer cover for any accessory items fitted to the door. These accessory items carry a manufacturer's warranty of twelve (12) months from the date of sale and will be subject to that third party manufacturer's warranty. Any claims in respect of accessory items will need to be directly to the relevant manufacturer.
- 2.3 Any works required to be completed in addition to fixing the Defect are the responsibility of the Customer. Additional works shall include any disassembling and reassembling required in order to assess or rectify the defect.

3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Customer will need to:
- (a) present the defective Goods/Services to the Supplier for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by the Supplier.
- 3.2 At no time will a warranty be transferrable. Any warranty offered is made only to the original Customer who must produce the original sales invoice at the point of submitting a warranty claim.
- 3.3 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.4 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.
- 3.5 The Customer acknowledges and accepts that all warranty claims will be dealt with by the Supplier during the normal hours, Monday-Friday. In the event that the Supplier is required to provide the Services urgently, that may require the Supplier's staff to work outside normal business hours

(including but not limited to working, after hours, weekends and/or Public Holidays) then the Supplier reserves the right to charge the Customer additional labour costs (penalty rates will apply), unless otherwise agreed between the Supplier and the Customer.

4 DURATION OF WARRANTY

- 4.1 The expressed warranty will cease in respect of the Goods supplied from the date of installation in accordance with clause 5 of the Supplier's Terms and Conditions of Trade subject to:
- (a) one (1) year on Trellis Door products;
 - (b) five (5) years on motors and on roll formed aluminium slat on Window Shutters/Roller Shutters;
 - (c) ten (10) years replacement warranty on Prowler Proof
- 4.2 For all other products the warranty provided will cease after one (1) year in respect of the Goods supplied and in respect of the installation of those Goods.
- 4.3 If a Defect does not materialise in the Goods/Services prior to the date provided in clauses 4.1 - 4.3, the Supplier will have no liability to the Customer under this Warranty Against Defects and the Customer releases the Supplier from all claims for loss or damage in any way connected with the Goods/Services from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 The Supplier is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.3, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services.
- 6.2 The Supplier's Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law.

WARRANTY CLAIM FORM

Warranty Providers Name:

Atromill Pty Limited (ATF Kaplan Family Australia Trust) T/A The Australian Trellis Door Company

ABN 64 534 998 346 - ACN 003 946 432

Warranty Providers Address:

Unit A6, 366 Edgar Street, Condell Park NSW 2200

Customer:

Contact No.

Description of Goods/Services provided:

Receipt enclosed:
(tick box)

Yes No

Receipt No:

Description of defects (Give as much detail as possible. Use a separate page if required):

Date of purchase/services provided:

I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed:.....

Name *(please print)*:

Dated:

[**Please note**, the issue or completion of this form by the Customer does not constitute an admission of liability by the Supplier]