

Product Warranty - 10 YEARS

Residential and DIY

ModularWalls Product Warranty

Modular Walls Pty Ltd (ACN 667 192 921) (herein referred to as "ModularWalls") warrants for a period of 10 years from the date of purchase shown on the invoice, that its ModularWalls posts and panels ("Product" or "Products") are free from defects caused by faulty manufacture or faulty materials. If any of its Products are so defective, ModularWalls will, at its sole and absolute discretion, either supply replacement products or reimburse the purchaser for the portion of the original purchase price that so relates to the defective materials or components.

This warranty is subject to the following terms and conditions

1. This warranty specifically excludes any defects or failures to the extent that they are attributable to:
 - a. Faulty workmanship, including installation, preparation and application of surface or substrates by the claimant or their agents;
 - b. Installation which is not performed in accordance with the ModularWalls installation guide;
 - c. Non-conformance with recommendations or directions made by ModularWalls;
 - d. Poor or faulty design or engineering flaws of the relevant building project or any geo-technical issues;
 - e. Usage or matter specifically notified to the purchaser prior to acquiring the Product;
 - f. Any alterations or modifications to the Product;
 - g. Poor or negligent maintenance of the Product or non-conformance with any maintenance guidelines recommended by ModularWalls.
2. This warranty is conditional upon and shall only apply to ModularWalls Products that are finished and maintained in accordance with the recommendations detailed in the relevant guides which can be found on our website www.modularwalls.com.au. In particular, all Products must be installed in accordance with the relevant installation guide and painted within 30 days of installation.
3. This warranty does not apply where failure of the product is partly or wholly due to any of the following causes not caused by us, including:
 - a. Fair wear and tear, including fading, staining, mould or grime, or other superficial or aesthetic changes;
 - b. Damage sustained after erection;
 - c. Maltreatment, neglect or insufficient maintenance;
 - d. Movement of the ground or structural defects of any buildings; intrusion of vegetation;
 - e. Wind speeds greater than those outlined in the component specifications and engineering detail;
 - f. Exposure to adverse loads or harmful chemicals other than rain falling directly onto the product;
 - g. Contact or coating with any incompatible materials including water run-off from lead or copper;
 - h. If the Product has been installed within 1 km of severe industrial or other corrosive environments; and
 - i. Acts of God.
4. ModularWalls will not be liable for any other claims in connection with the supply or use of the Product, including claims for loss, loss of income, economic loss, loss of profits or damage, loss of reputation or goodwill, loss of savings, indirect or consequential loss or damage, costs or expenses of any kind arising under any circumstances including those suffered through or resulting from defects caused by faulty manufacture or faulty material, or negligence or otherwise.

5. To the extent allowable by law, all warranties, conditions, obligations and liabilities (including any warranties implied by law), other than those specified by ModularWalls, are excluded.
6. This warranty is only valid when accompanied by proof of purchase and proof that ModularWalls has received full payment for the Product.
7. This warranty will be invalidated in the event that remedial work is undertaken in relation to the Product without the prior written approval of ModularWalls.
8. This warranty is provided to the original purchaser of the Product and is not transferrable or assignable, except to the owner of the Property at which the Product is installed.
9. This warranty is governed by the laws of New South Wales and Australia.

Australian Consumer Law

If you are a consumer under Australian Consumer Law the following provisions apply to you.

Our Products 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 reasonable 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. The express warranties in this warranty are in addition to any other rights and remedies that you may have under Australian Consumer Law.

Making a Warranty Claim

This warranty is issued by Modular Walls Pty Ltd of 2a Clerke Place, Kurnell NSW 2231. To make a warranty claim, please contact our customer service team on 1300 556 957 or by email at info@modularwalls.com.au. You will be required to:

- a. Present your receipt as proof of purchase;
- b. Identify the defect in the Product; and
- c. Make available the Product for inspection (if required).

We will then advise you whether the Product is covered by the warranty.

General

When installing ModularWalls products, it is essential to ensure that you have the current product fixing/installation manual. Should you require further information or up to date installation and engineering requirements see www.modularwalls.com.au 'specifications link' to download the latest version or call 1300 556 957.

To register this warranty, you must complete the details below and return a copy to us at the above address. In the unlikely event of a claim, it is essential that you supply invoice details.

Name: _____

Date of installation/completion: _____

Installed by: _____

Installer's order number: _____

Address of wall installation: _____

Description/type of wall: _____
