

# Warranty

## Aluminium and Timber Windows and Doors

A&L Windows (SA) Pty Ltd (ABN 95 563 397 474) ("A&L") provides the following warranty in relation to its aluminium & timber windows and doors, and their associated hardware and glass products ("Products"). The benefits of this Warranty are in addition to any 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 applicable to the supply of goods and services which cannot be excluded, restricted or modified.

### Warranty

A&L warrants that, subject to the exclusions and limitations below:

1. all parts of the workmanship of the Products carried out by A&L will be free from defects for a period of 7 years from the date of delivery to site by A&L;
2. all moving parts and hardware ("Hardware") attract a three year warranty from the date of delivery to site by A&L; and
3. toughened, laminated and float glass ("Glass") attracts a warranty against defects and degradation for a period of one year from the date of delivery to site by A&L (not exceeding the limits as set out in AS4667).

If a defect appears in A&L's workmanship of the Products before the end of the relevant warranty period, and A&L finds the Products to be defective, A&L will, in its sole discretion, either:

- a. replace or repair the Products or the defective parts of the Products free of charge; or
- b. cause the Products or the defective parts of the Products to be replaced or repaired by a qualified A&L repairer free of charge.

A&L reserves the right to replace defective parts of the Products with parts and components of similar quality, grade and composition where an identical part or component is not available.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

### Exclusions

This Warranty does not apply where:

- a. the Timber Products have been stained or finished in a dark colour; the Products have been subject to abuse, misuse or neglect;
- b. A&L cannot establish any fault in the Product after testing and inspection;
- c. the Products have been used other than for the purposes for which they were designed;
- d. the alleged defect in the Product is within acceptable industry variances, including manufacturing tolerances in line with AS2047, powder coat colour variations within industry tolerances and distortion, twisting, warping, cupping or bowing of a door less than 5mm;
- e. the Products have been installed in unusually damp or moist conditions;
- f. the Products have been repaired, altered or modified by someone other than A&L or an authorised repair agent;
- g. the Products have been subject to decay or damage brought on by insect attack;
- h. the Products have been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- i. the alleged defect in the Product has arisen due to the customer's failure to install, use and maintain the Product in accordance with A&L's care and maintenance recommendations or industry accepted instructions.

- j. The Products have not been maintained in accordance with A&L's care and maintenance instructions;
- k. Window reveals have not been protected from the elements within two weeks of being delivered to site.

**Note:** Timber is a natural product, and as such, climactic conditions can result in dimensional changes and colour variations to components. Reactions to environmental changes are outside of A&L's control and are not covered by this Warranty.

Window reveals are covered under this Warranty only if they have been protected from the weather within 2 weeks of delivery to site. Polished brass hardware is warranted for materials and workmanship only.

A&L does not warrant the finish of such hardware under this Warranty.

This Warranty does not cover accidental glass breakage or general wear and tear.

### Warranty claims

In order to claim Warranty, the following conditions apply:

- a. the Products must have been stored on site in a dry, clean area, where the Products cannot come into contact with any abrasive or caustic materials.
- b. the Products must have been maintained in accordance with A&L's care and maintenance recommendations.
- c. the Products must have been installed in accordance with (as appropriate) recognised industry methods, AS2047, the Australian Window Association's window installation guide or A&L's installation details.
- d. the Timber Products must have been sealed within one month of being delivered to site, using two coats of paint, varnish or a suitable sealer in light colours only.

**Note:** All surfaces and edges are required to be coated.

### Warranty procedures

1. If a fault covered by Warranty occurs, the customer must within 1 month of the fault arising notify A&L in writing to the contact address at which the Product was purchased.
2. Any Warranty claim must be accompanied by:
  - a. proof of purchase;
  - b. full details of the alleged defect; and
  - c. appropriate documentation, if any (such as installation and/or sealant records).
3. The customer must allow A&L or its authorised representatives access to the Products for inspection. If such inspection finds no defect in the Products, or finds that the Products have not been stored, installed or maintained in accordance with A&L's recommendations, then the customer must pay A&L's usual call out and service costs.

### Limitations

A&L makes no express warranties or representations other than as set out in this Warranty.

The repair or replacement of the Product or part of the Product is the absolute limit of A&L's liability under this express Warranty. This Warranty does not extend to the installation or refinishing of replacement product.

**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.**