



## SLATME PTY LTD PRODUCT WARRANTY TERMS AND CONDITIONS

### 1. General Terms and Definitions

- 1.1 This warranty is given by SlatMe Pty Ltd ("the Seller") ACN 630 984 388 of 155 Varsity Lakes QLD 4227 with telephone 1300 752 863.
- 1.2 All references to "the Seller" refer to SlatMe Pty Ltd.
- 1.3 All references to "the Buyer" refer to the person who is the original purchaser of goods that are purchased directly from the Seller; and who is named on the proof of purchase documents supplied by the Seller to the Buyer at the time of purchase.
- 1.4 For the purposes of clause 3.2.10, reasonable maintenance means regular washing with a soft cloth and mild pH neutral detergent followed by thorough rinsing with fresh water to ensure that substances such as airborne salts, dirt and pollutants are removed.
- 1.5 If any clause or term in this warranty is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining clauses will not in any way be affected or impaired.

### 2. The Warranty

In addition to any statutory warranties or conditions that apply under Australian Consumer Law, and subject to the conditions of warranty set out in this document, the Seller warrants the following:

- 2.1 Aluminium panels purchased from the Seller, specifically any rear panel(s), gate(s), side(s), lid(s), and support bar(s), will be free from manufacturing defects and fit for purpose for a period of 5 years from the date of delivery.
- 2.2 The paint finish on all powdercoated aluminium surfaces will maintain its film integrity and be free from cracking, flaking, peeling, delaminating or colour fading in excess of the amount assessed as normal fading by the manufacturer of the product, for a period of 5 years from the date of delivery.
- 2.3 All hardware and accessories, specifically gas struts, hinges, latches, and brackets, will be free from manufacturing defects and fit for purpose for a period of 2 years from the date of delivery.
- 2.4 Subject to the terms and conditions of this warranty, if the Seller determines that there is a valid claim under this warranty, the obligations of the Seller will be limited to, at the Seller's sole discretion, the repair or replacement of any defective material or component.
- 2.5 Subject to clause 2.6 and clause 6, any manufacturing costs, material costs, shipping or postage costs associated with the repair or replacement of a defective

material or component under this warranty will be met by the Seller in full.

- 2.6 The Buyer will be responsible for any labour costs associated with the removal or replacement of any defective material or component at the installation location.

### 3. Exclusions

- 3.1 This warranty does not cover any of the following:
  - 3.1.1 Scratching, abrasion, chipping, or denting; unless it is reported to the Seller within 48 hours of delivery and prior to installation (whichever is the earliest), in accordance with clause 5.
  - 3.1.2 Fair wear and tear.
  - 3.1.3 Normal weathering, including normal loss of gloss and colour on painted surfaces, or fading of painted surfaces that is assessed as normal fading by the manufacturer of the product.
  - 3.1.4 Any damage or fault that arises through an accident, a weather event, or an act of God;
  - 3.1.5 Deterioration or any other fault or damage caused by impact, misuse, accident or improper handling.
  - 3.1.6 Deterioration of the metal substrate through oxidization or rusting.
  - 3.1.7 Aesthetic surface corrosion including oxidization and rusting.
  - 3.1.8 Attack from chemical agents, fumes, liquids or solids.
  - 3.1.9 Faults caused by movement after installation of the foundation, footing, or any walls, fences or similar surfaces used as anchor points.
- 3.2 This warranty will not apply to the following:
  - 3.2.1 Any product that the Buyer has not properly protected against damage prior to and during installation.
  - 3.2.2 Any product or component that is damaged during installation.
  - 3.2.3 Any product that has not been installed in accordance with the Seller's instructions.
  - 3.2.4 Any product that is used other than for the purpose that the Seller intended it to be used for.

- 3.2.5 Any defects or damage caused by improper installation, abuse, mistreatment, neglect, overflow from pool equipment, faulty pool equipment, insufficient care or exposure to acidic or corrosive or other abnormal conditions.
- 3.2.6 Any product to which paint, varnish, enamel or any other coating or compound has been applied by any person other than the Manufacturer.
- 3.2.7 Any components of the product which are or have been at any time in direct contact with chlorine, soil, fertiliser, sand, green or wet timber, plant or garden materials, or any other substance, film or product that may deteriorate, or contribute to the deterioration of any surface of the product.
- 3.2.8 Any product that is installed less than 1km from marine, salt water or industrial influences.
- 3.2.9 Any product that has not been reasonably maintained by the Buyer.

#### **4. Claiming Under the Warranty**

- 4.1 In order to make a claim under this warranty, the Buyer must, within the warranty period, submit a claim to the Seller in writing via email to [hello@slatme.com.au](mailto:hello@slatme.com.au);
- 4.2 The Buyer must attach an invoice or appropriate proof of purchase to their claim.
- 4.3 The Buyer must attach photographic or video evidence of the defect or damage to which the warranty claim relates; as well as any other evidence that the Seller reasonably requests in order to assess the claim.
- 4.4 The Seller will assess the claim to determine its validity; and will notify the Buyer of the determination within a reasonable time.
- 4.5 If the Seller determines that the claim is valid, the Seller will repair or replace the defective material or component in accordance with the terms and conditions of this warranty.
- 4.6 The Seller will not accept any warranty claim that is not made strictly in accordance with Clause 4.

#### **5. Limit on Liability**

Subject to Clause 6:

- 5.1 The liability of the Seller under this warranty shall, so far as is permissible by law, be limited to, and extend only to, the replacement and/or repair of the Product as set out in this warranty. Any and all other warranties, indemnities, guarantees, liabilities, obligations or the like, whether express or implied, are hereby expressly excluded.
- 5.2 The Seller will in any event so far as permissible by law, not be liable for any damage, loss, consequential loss, injury, expense or prejudice emanating directly or indirectly from any defect, fault, vice or weakness in the product.
- 5.3 The Seller's liability under the Warranty does not include or extend to:
  - 5.3.1 Labour costs associated with the removal of the defective product,

5.3.2 Labour costs associated with the installation of the replacement or repaired product; or

5.3.3 Any injury to persons arising from or caused in any way by the defective product.

5.3.4 Any damage to property, loss of income, profit or business, or any other indirect loss arising from or caused in any way by the defective product.

5.4 The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the product is repaired, altered or overhauled without the Seller's consent.

5.5 The warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if ownership of the product is transferred from the Buyer to a third party.

5.6 In respect of all claims, the Seller will not be liable to compensate the Buyer for any delay or associated costs of a delay in either replacing or repairing the goods or in properly assessing the Buyer's claim.

5.7 The Seller will not be responsible for any loss or damage occurred in the process of claiming under the warranty.

#### **6. Refunds and Returns**

6.1 Subject to clause 7, the Buyer is not entitled to a refund or return:

6.1.1. If they change their mind; including but not limited to, if they change their mind about the size, colour or style of product ordered.

6.1.2. If they order a style or size of product that meets the product description, but is unable to be installed by the Buyer or their representatives for reasons other than a product fault, defect, or major failure.

#### **7. Application of Consumer Laws**

7.1 Nothing in the above warranty or limit on liability is intended to have the effect of contracting out of any applicable provision of the Australian Consumer Law, except to the extent permitted by those Acts where applicable.

7.2 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a 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.