

HAMPTONS FENCE WARRANTY

1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.
2. Additionally, for a period of 7 years, Fences Galore (QLD) PTY LTD ('the Seller') warrants that the product is free from manufacturing defects such as peeling, flaking, rotting, chipping, cracking, blistering, or abnormal discoloration/fading** under normal atmosphere and weather conditions. The Seller's Hamptons fence products are manufactured with the highest industry UV protection with non-chalking TiO2 (titanium dioxide) and ultraviolet inhibitors with 100% virgin PVC.

***After prolonged exposure to outdoor environments, all products will experience some gradual fading over time and is considered normal (up to a standard variation determined by Delta E color measurement, not to exceed Delta 5). Degrees of fading vary depending on geographical location, air pollution, exposure and other factors.* If a product with a manufacturing defect becomes apparent and is reported to the Seller within 7 years of the date of purchase then the Seller may elect to either repair the defect or replace the product.

The conditions applicable to the warranty given by Clause 2 are:

(a) The warranty shall not cover defect or damage which may be caused or partly caused by or arise through:

- 1) Failure by the Buyer to properly maintain the goods; or
- 2) Failure by the Buyer to follow instructions or guidelines provided by the Seller; or
- 3) Continued use of goods after any defect becomes apparent or would have become apparent to a reasonably person; or
- 4) Fair wear and tear, any accident or act of God; or
- 5) Scratching, abrasion, chipping or any other damage or deterioration caused by impact, accident, or misuse; or
- 6) movements, distortion, collapse or settling of ground or structure on which the fence is installed,
- 7) Excessive condensation and/or foreign matter ie dust, environmental matter, animal excrement; or
- 8) Attack from chemical agents, fumes, liquids or solids

(b) The liability under the Warranty does not include :

- i) Labour costs associated with the removal or repair of the defective product, or installation of the replacement of product; or
- ii) Injury to persons, 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.

(c) The warranty shall cease if the product is repaired, altered or overhauled without the Seller's consent.

(d) The Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the product or assessing a claim