

Warranty Details

Limited Manufacturer's Warranty for Everton Australia Pty Ltd Glass Balustrade Products

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.

The Warranty

We warrant that the Product is manufactured in accordance with Australian Standards and is free from defects in workmanship and materials for the Warranty Period.

What we must do if the Product is Defective

Subject to the conditions of warranty set out in clause 3, if the Product is found to be defective and is returned to the place of purchase at your expense during the Warranty Period, we will repair or replace the Product free of charge.

What you must do to Claim Under the Warranty

In order to claim under the Warranty, you must:

- 1.1 Advise us of your claim in writing within thirty (30) days of becoming aware of the defect arising in the Product;
- 1.2 Be able to show that the Product was installed in accordance with the relevant Australian Standards and building practice and manufacturer's instructions;
- 1.3 Be able to show that the damage or defect has arisen solely from faulty materials or manufacture;
- 1.4 Be able to show that the Product has not been misused, mistreated, damaged or neglected by physical means including but not limited to, faulty installation, overloading or movement caused by natural movement of other structures, fair wear and tear, natural colour variations or fading, pests, accidents or acts of God, after purchase;
- 1.5 Be able to show that you have fulfilled your Product Maintenance Obligations;
- 1.6 Be able to show that the Product has not been used, including altered, modified or repaired, in a manner inconsistent with the Prescribed Purpose, Australian Standards and building practice or a use for which the Product has not been designed or approved by us for;
- 1.7 Be able to show that the Product has not at any time been:
 - a. Exposed to extreme heat and/or humidity, salt spray, corrosive chemicals, excessive vibrations or movements, or other location-related factor;
 - b. Re-installed at a location other than the original installation site; or
 - c. Inadequately supported by any structure to which it is installed;
- 1.8 Be able to show that the Product was inspected and accepted within forty-eight (48) hours of the purchase;
- 1.9 Be able to show that you are the original purchaser by production of the original receipt of purchase clearly showing the Date of Purchase;
- 1.10 Pay all transportation charges incurred in returning the defective Product (or parts thereof) for repair or replacement, together with the cost of returning them to you.

Limitations

- 2.1** We accept no responsibility for glass breakage (except for faulty workmanship or material) that occurs after delivery of the Product to you in accordance with our Terms and Conditions. We do, however, warrant that glass used within the Product complies with relevant Australian Standards.
- 2.2** We accept no responsibility for errors made by you or your builder, for example, ordering the wrong materials, size or performance ratings.
- 2.3** This Warranty does not apply to:
- a.** damage caused by accident, transport, installation or any external cause;
 - b.** service work or repairs carried out by a party other than us; or
 - c.** any defects or allowances permitted in accordance with Australian Standards
 - d.** any defects in powder coating or glass.

Other Important Information in Relation to the Warranty

- 3.1** Our Liability pursuant to this Warranty is (to the extent it is lawful to do so) limited to the cost of repair or replacement of the Product. We shall not in any circumstances be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising from the Product or its use or application by you.
- 3.2** This Warranty is non-transferable and does not apply to any purchaser who bought the product from a reseller or distributor not authorised by us, including but not limited to purchases from internet auction sites or purchases considered as second-hand goods.
- 3.3** Should the Product prove to be irreparable, we reserve the right to substitute an equivalent product if available or to retract the Warranty if no replacement is available.
- 3.4** The benefits provided to you by the Warranty are in addition to other rights and remedies available to you.

Who is Giving the Warranty?

The entity giving the Warranty is:

Everton Australia Pty Ltd T/as Protector Premium
ABN 48 619 190 797
6/10 Lakewood Blvd,
Carrum Downs VIC 3201
Phone: (03) 8595 3717
Email: info@everton.com.au

Definitions

"Australian Standards" means the applicable codes and guidelines published from time to time by Standards Australia.

"the Date of Purchase" means the date the Product is purchased and fully paid for from an authorised retailer as evidenced by the properly dated receipt issued to you at the time of purchase on or after 01st January 2020.

"Product Maintenance Obligations" means the obligations set out in the product technical manual available to you on request and any applicable manufacturer's instructions. Care must be taken to avoid damage and to ensure the Product is not neglected in storage or on site. Harsh or inappropriate cleaning chemicals, i.e. bleach, acid, chlorine, must never be used to clean your Product.

"the Product" means an Everton Glass Balustrade product ordinarily manufactured and sold by us.

"We, Our or Us" means Everton Australia Pty Ltd T/as Protector Premium.

"the Warranty Period" means 1 year from the Date of Purchase.

"the Prescribed Purpose" means for use solely and exclusively as a Balustrade as limited under the Product Technical Statement provided to you with the Product.

"You" means the purchaser of the Product.