

5yr Warranty | SILVER

ACMEDA MANUFACTURER'S WARRANTY

This Warranty is issued for the benefit of Acmeda's customer ("Customer") and is offered on the condition that the Warranty is not provided, disclosed, or passed on, to a third party who acquires the products, hardware or associated components that are the subject of this Warranty from the Customer. The Warranty in respect of the products specified below ("Products") is for a period of 5 years from the date of purchase of the Product by the Customer, provided that the Product is only used with Acmeda components ("Components") or components expressly specified by Acmeda, for the operation of the system made up of the Product and components.

TERMS AND CONDITIONS OF WARRANTY

Acmeda provides a Warranty for the Products and the Components purchased by the Customer for external applications intended to be acquired for the purpose of re-supply, or using or transforming them in trade or commerce in the course of production or manufacture or repairing or treating other goods or fixtures on land.

PRODUCTS

The products (components and hardware) subject to this Warranty are:

RB80 EXTREME WIRE GUIDE SYSTEM

The Products and the Components are covered for defect in materials, workmanship or failure to operate.

To make a claim under this Warranty, the Customer must notify Acmeda in writing of their claim and provide sufficient information to enable Acmeda to identify the issue, together with proof of purchase. The Customer must return the Products and/or Components to Acmeda for assessment. Subject to the Australian Consumer Law contained in the Competition and Consumer Act 2010 ("ACL"), Acmeda will, at its discretion, repair or replace any Products or Components assessed to be defective. The cost of removal and reinstallation shall be borne by the Customer.

This Warranty does not cover:

- Abuse to the Products or Components such as alterations, accidents, misuse.
- Installation, use, maintenance or modifications outside of the Product or Components specifications.
- Fair and reasonable wear and tear.
- Damage resulting from accidents or the negligence of the Customer or any third party.
- Damage resulting from the alteration of preset operating parameters caused by acts of nature, accidents, negligence, improper installation or otherwise.
- Deterioration of finished surfaces due to exposure to ocean salt spray (except as set out below) or other corrosive atmosphere including hazardous industrial processes;
- Labour, access, third party or electrical costs borne by the Customer to complete repairs, maintenance or replacement of components that make up the Product supplied by Acmeda;
- Any component added to the Product that was not supplied by Acmeda including motorisation componentry or any damage to the Product caused thereby.

This warranty covers the deterioration of finished surfaces due to exposure to ocean salt spray, only if:

- the Product is installed in an area rated C1 (very low risk of corrosion), C2 (low risk of corrosion) or C3 (medium risk of corrosion) as defined in ISO 9223:2012 ("Corrosion of metals and alloys – Corrosivity of atmospheres – Classification, determination, estimation") and AS 4312:2008 ("Atmospheric corrosivity zones in Australia"); and
- the components listed in the Manual – Product Specifications as "coastal approved" are used.

The Folding Arm Awning and External Roller Blinds systems have a wind class rating specified in the Product Manual of each system. Notwithstanding this wind rating, it is the responsibility of the Customer and/or user to retract the Products in windy conditions, as wind conditions are immeasurable in relation to the Product in situ. This Warranty does not apply to Products damaged by wind, gusts or squalls in excess of the wind class rating as specified in the Product Manual. Automated wind sensors are recommended to only be utilised as a safety measure, but never to be relied upon.

Unless the Products or the Components are of a kind ordinarily acquired for personal, domestic or household use or consumption, neither Acmeda nor its distributors shall be liable or responsible for incidental or consequential damages or for any other direct or indirect damage, loss, cost, expense or fee.

This Warranty supplements the Acmeda Terms and Conditions of Sale as amended from time to time. This Warranty must therefore be read in conjunction with the Terms and Conditions of Sale, a copy of which can be obtained from Acmeda. As stated in the Terms and Conditions of Sale, Acmeda is required under the ACL, to make certain guarantees regarding its products and services and Acmeda makes those guarantees to the extent that it is required to do so. Nothing in this Warranty affects any rights a Customer may have under the ACL and this Warranty sits alongside the ACL, which cannot be excluded. Where the ACL does not apply, all other express or implied warranties or guarantees are, to the maximum extent permitted by law, expressly excluded.

This Warranty document is intended for Acmeda customers only, and is therefore non transferrable.