

## SHADEMASTER® SHELTER SYSTEMS MANUFACTURER'S 10 YEAR WARRANTY AGAINST DEFECTS

**This manufacturer's warranty against defects is given by:**

Hunter Douglas Limited (ABN 98 009 675 709) (HDL)  
Business address: 338 Victoria Road, Rydalmere, NSW, 2116  
Telephone number: 1800 804 827

### **To what products does this warranty against defects apply?**

This warranty applies to SHADEMASTER® Shelter Systems (excluding any components, including motors and circuitry, manufactured or supplied by a third party), that are professionally installed by one of our authorised installers, **and have been manufactured to our product and size specifications printed in our Product Manual.**

### **To whom do we give this warranty?**

We give this warranty to you only if the goods specified above have been purchased from us, or from one of our authorised dealers or resellers, as new goods and you are the original purchaser.

### **This warranty is in addition to other legal rights you have under the law:**

The benefits to you given by this warranty are in addition to other rights and remedies you have under law. 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.

### **What we promise to do (and how we honour this warranty):**

We will either repair our goods, or replace our goods with new goods, at our option, if:

- the goods have a manufacturing defect in the materials or a defect in workmanship, or the goods fail to operate as intended; and
- you make a claim under this warranty following the procedure, and within the Warranty Period, set out below.

### **Replacement parts or repairs:**

We reserve the right to discontinue or change the goods as currently manufactured. If an exact replacement part of a good is not available, we reserve the right to substitute parts of equal quality or provide a refund equal in cost at our sole discretion.

### **What this warranty does not cover:**

For the purposes of this warranty, "defect" does not include (and we will not replace or repair goods suffering from) damage caused by:

- normal wear and tear, or to changes which occur normally with the passage of time, including the natural reduction in gloss, fading of colour or chalking of the finish of the goods over time;
- conditions resulting from marine, corrosive or moisture-laden environments;
- settlement or structural defects of the building or structure in which the goods are installed;





- conditions caused by storm, tempest, earthquake, lightning, fire, failure of or movement of supporting structures, mechanical impact, abuse or misuse, or other outside causes;
- any part of the goods not manufactured or supplied by HDL;
- products which were not professionally installed by an authorised agent of HDL;
- any maintenance that is not in accordance with the SHADEMASTER<sup>®</sup> Shelter Systems Care and Cleaning Instructions (a copy of which appears with this warranty and on the warranty registration form); and
- vandalism

**The period in which this warranty applies:**

This warranty applies to defects which appear and which you notify us (following the procedure below) within ten (10) years from the date of installation (**Warranty Period**).

**Procedure to make a claim under this warranty:**

To make a claim under this warranty you must, before the Warranty Period expires, and at your cost:

- submit details of your claim to, in the first instance, the address of the original place of purchase (or if you do not know or you are not able to find the address of the original place of purchase, to Hunter Douglas Limited at the address above) including:
  - your name, address and phone number;
  - the warranty Registration Number located on your warranty registration form;
  - what you consider to be the defect and the circumstances in which the defect appeared and that you wish to claim under this warranty; and
  - proof of your purchase of the product and details of the date and place of purchase;
- and
- provide us with all other information we reasonably request about the circumstances in which you consider the defect was caused (including sending us the goods you allege are defective if requested to do so).

We will then arrange for the goods to be inspected and determine whether they are defective and, if we agree they are defective, we will (at our option) either repair the goods, or replace the goods with new goods. A call out fee will be charged for inspection, however any call out fee that we charge you will be refunded if we determine that the goods are defective.

**Removal and re-installation costs:**

In relation to any claim made by you under this warranty, you are responsible for the cost of removal and re-installation of the goods.

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