ARCHITECTURAL WINDOW SYSTEMS PTY LTD

WINDOW SYSTEM DESIGNS WARRANTY

Thank you for choosing the window and door products designed by Architectural Window Systems Pty Ltd (ABN 48 067 950 903) ("**AWS**"). AWS is the designer of window and door systems under the Vantage®, Elevate™ and ThermalHEART® brands. We refer to our window and door systems in this warranty as "**Window System Designs**".

The entire warranty that we offer with respect to our Window System Designs is set out in this document ("**Warranty**"), which is subject to some important qualifications and limitations.

AWS does not manufacture window and door products. Our network of licensed manufacturers manufacture window and door products in accordance with our detailed specifications. We refer to such products in this Warranty as "**Window and/or Door Products**".

For each Window and Door Product or a component part within the Window and Door Product, the manufacturer of such products or component parts may have its own product warranty. Please refer to the information provided by the relevant manufacturer with respect to any warranty against defects for such Window and Door Products or component part that is provided by that manufacturer.

1. WARRANTY

For each Window System Design, AWS warrants that the Window System Design will perform in accordance with the test results and performance data specified for the design in our published literature for a period of **six (6) years** from the date the corresponding Window or Door Product is purchased by a customer ("**Warranty Period**"), subject to the terms and conditions set out in this Warranty.

If, within the Warranty Period, any Window or Door Product fails to meet the warranty set out above, upon a valid claim by the customer, AWS will, at its option, replace or repair the Window or Door Product or reimburse the customer of the purchase price of the Window or Door Product.

Notwithstanding the above, AWS will not be liable for any special, consequential or indirect loss, damage, harm or injury suffered as a result of such defect, to the extent permitted by law.

2. WHAT YOU MUST DO TO BE ENTITLED TO CLAIM THE WARRANTY

You will only be entitled to claim the above warranty in relation to a Window or Door Product if:

a) the Window or Door Product was supplied by a licensed manufacturer who has manufactured the Window or Door Product in accordance with instructions made available by AWS to the licensed manufacturer;

b) the licensed manufacturer is properly informed at the time of order if the Window or Door Product is to be used in specialised applications, such as:

- environments prone to bush fire;
- environments prone to cyclone;
- windows in elevated applications
- enabling disability access; or
- coastal applications or extreme environmental conditions,

and the Window or Door Product is specifically supplied by the manufacturer as "fit for purpose" for use in these applications;

c) the Window or Door Product was correctly installed by an installer qualified in trade who has installed the Window or Door Product in accordance with the instructions made available by AWS in its published literature; and

d) the Window or Door Product was selected and used for the purpose intended by AWS in its published literature, including with respect to product performance capabilities for individual site conditions.

3. EXCLUSIONS

You are not entitled to make a claim under the warranty in relation to a Window or Door Product if:

a) **Manufacture** - the Window or Door product was manufactured by a manufacturer outside of the AWS network of licensed manufacturers; or was otherwise manufactured contrary to the instructions made available by AWS;

b) **Installation** - the Window or Door Product was installed, fitted, or operated on by an unqualified installer in trade; or was otherwise installed, fitted or operated on contrary to the instructions made available by AWS in its published literature or the applicable industry guide or standards, including the AWA Industry Guide to the Correct Installation of Windows and Doors and the AWA Industry Guide to the Correct Fixing of Windows and Doors;

c) **Use** - the Window or Door Product was used in a manner not in accordance with AWS' instructions, or for a purpose not specified in the published literature made available by AWS;

d) **Substitute Parts** – the Window or Door Product was manufactured using a substitute part or component not referred to in the AWS instructions or otherwise approved by AWS;

e) **Normal wear and tear** - the defect in, or damage to a Window or Door Product was the result of normal wear and tear on the Window or Door Product; or

f) **Payment** - AWS has not been paid in full for the Window Systems Design for the corresponding Window or Door Product supplied.

4. STANDARDS AND LEGISLATION

AWS complies with the Australian Consumer Law (found in Schedule 2 to the Australian Competition and Consumer Act 2010 (Cth)).

The benefits given by this warranty are in additional to (but may overlap with) any rights and remedies the customer may have under the Australian Consumer Law. If the customer is a "consumer" within the meaning of the Australian Consumer Law, the following notice applies:

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.

To the extent permissible by law, AWS limits the consumer rights contained in the Australian Consumer Law where a customer is not a "consumer" within the meaning of the Australian Consumer Law or if goods are not of a kind ordinarily acquired for domestic, household or personal use or consumption.

In addition, AWS is a member of the Australian Window Association (AWA) and, as such, observes the AWA Industry Code of Conduct designed to protect consumers.

AWS also complies with Australian legislation and policies relevant to its operations, which, in some instances, include statutory warranties schemes in addition to the warranties provided in this Product Warranty. See, for example, the Home Building Act (NSW), the Rectification of Building Work Policy under section 19 of the Building and Construction Commission Act 1991 (QLD) and the Development Act 1993 (SA).

5. HOW TO MAKE A CLAIM

You may make a claim under this warranty by contacting AWS by phone, email or letter using the contact details provided below. You must provide AWS with the original proof of purchase for the Window and Door Products supplied. AWS may, at its discretion and at its cost inspect the Window and Door Products to determine whether such Window or Door Product is eligible to be covered by this Warranty. In the event that AWS determined that the Window or Door Product is not eligible to be covered by this Warranty, then you will be responsible for the costs of the inspection.

If the Window or Door Product is to be replaced, to the extent permitted by law, you will be responsible for the cost of delivery of the replacement Window and Door Product to the relevant location, and the cost of taking down the defective Window and Door Product and the installation of the replacement Window and Door Product.

6. CONTACT DETAILS

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