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## Nu-Eco Windows Pty Ltd – Warranty

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### Warranty

#### Limited Warranty

Defined terms in this warranty have the same meaning as in the Commercial Terms and Conditions of Trade.

The Company is proud to offer this limited warranty on the Works.

#### What is covered by this warranty?

The Company warrants the Works against defects in materials and workmanship for a period of 10 years from the date which a certificate certifying completion of the Works is issued or 10 years from the date of issue of final invoice for warranty in the event that a certificate is not issued.

#### What is not covered by this warranty?

This limited warranty does not apply:

- to any materials not typically provided as standard inclusions, which includes (but is not limited to):
  - specialised locks;
  - closers
  - specialised hinges; and
  - any other hardware or fixing product that deviates from the Company's standard provisions or has not been specifically manufactured for the works; and
- to Works that have been repaired, altered or overhauled without the Company's consent.
- glass breakage; other than that stated in clause 12.6 in the Commercial Terms and Conditions of Trade.

This limited warranty does not apply to damage caused by:

- failure to use or maintain the Works in accordance with the manufacturer's instructions or recommendations;
- the fitting of an accessory or option by someone not authorised by the Company;
- repair, maintenance or service by a person not authorised by the Company; or
- normal wear and tear.

#### Customer's responsibilities

You must use and maintain the Works in accordance with the Company's manuals, technical specifications, service guidelines and any other information supplied to you by the Company.

If the Works develops a defect, you must not attempt to repair it yourself. Doing so may cause damage which is not covered by this limited warranty. Only service agents authorised by the Company should perform service or repairs on the Works.

For the avoidance of doubt, the warranty shall cease and the Company shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Company's consent.

#### How will a valid warranty claim be honoured?

If you submit a valid claim under this limited warranty, the Company will, at its option:

- repair the Works; or
- replace the Works with a product that is at least equivalent to the original Works in function and quality. When a Works or component is replaced, any replacement item becomes your property and the replaced item becomes the Company's property.

### How do you lodge a warranty claim?

All claims must be made in writing, include proof of purchase to 4 Nicholas Drive Dandenong South, Victoria, within seven days of any defect or failure becoming apparent.

Once your claim is received, a representative of the Company or its authorised service agent will within 14 days of notice of any defect or failure, inspect the failure and determine whether your warranty claim is valid and, if it is, will inform you how the Company will honour it. Other than as provided by law the Company will repair or replace the product to the extent that is functionally equivalent to the product supplied.

This Company's limited warranty only covers repairs to your Works. Any other costs incurred in having your Works repaired are not covered by this limited warranty.

After you lodge a warranty claim, the Company or its service agent may, before providing warranty service, require that you provide proof of purchase details, respond to questions designed to assist with diagnosing potential faults and follow the Company's procedures for obtaining warranty service. You must respond to all requests promptly.

Where a product has been repaired or replaced this warranty shall apply to the repair or replaced product for the balance of the period provided by this warranty

### General

No authorised dealer or repairer of the Company has authority to vary the terms of this warranty. The benefits given by this limited warranty are additional to other rights and remedies that you may have in relation to our 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.

This warranty is provided by:  
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