

# WARRANTY POLICY

## Domain Document Type

Legal & Insurance Policy

## Document Number

EA-POL-37.04

## Document Title

Warranty Policy

## Description

Policy on terms and conditions of the warranty that Elastomers Australia offers our customers. This policy outlines what instances are under warranty and how a customer can make a potential claim.

## Domain Owner

Scott Hutton

## Register of Amendments

Date	Page	Version No	Description of amendments	Prepared by	Approved by Domain Owner	Approved by HOD
17.08.2016	All	1	Initial Document	Scott Hutton	Scott Hutton	Paul Lane
22.03.2019	All	2	Full Revision	Scott Hutton	Scott Hutton	Paul Lane
25.01.2023	All	3	Full Revision	Madeline Nimeh	Scott Hutton	Paul Lane

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## 1. Warranty

Elastomers Australia warrants that it will repair or replace (at its election) any of its panels or fixing systems that is defective in workmanship or materials where the Elastomers Australia panels are used with Elastomers Australia fixing systems (and vice versa) and also subject to the terms and conditions of this warranty.

## 2. What will Elastomers Australia do to Honour the warranty?

Where a warranty claim is accepted by Elastomers Australia, Elastomers Australia will (at its election) either replace or repair the panel or fixing system in question. In the case of replacement, Elastomers Australia will pay the cost of delivery of that item to the customer's site. However, the customer shall be responsible for fitment of the item, unless Elastomers Australia in its absolute discretion otherwise agrees.

## 3. How does the customer claim the warranty?

To claim the warranty, the customer must notify Elastomers Australia of the defect within the earlier of:

- Fourteen (14) days of when the defect becomes apparent to the customer, and;
- Fourteen (14) days of when the defect would have become apparent to a reasonable customer in the circumstances.

The customer must notify Elastomers Australia by providing particulars of the panel/s and/or fixing system/s together with proof of purchase of the item/s in question and the customer's contact details. Notification must be by email to: [orders@elastomersaustralia.com.au](mailto:orders@elastomersaustralia.com.au).

## 4. How is the warranty claim determined?

Once Elastomers Australia has received notification of a warranty claim in the manner set out above, Elastomers Australia will (at its option) either inspect the relevant item at the customer's site, or require the customer to send the relevant item to Elastomers Australia. If Elastomers Australia elects for the customer to send the item to Elastomers Australia, the customer will bear the costs of transportation, however, Elastomers Australia may in its absolute discretion choose to reimburse the customer for those costs should it ultimately accept the warranty claim.

After inspection (whether at the customer's site, or at Elastomers Australia's premises) Elastomers Australia will advise the customer whether or not it accepts the warranty claim and, if it accepts the claim, whether it elects to repair or to replace the relevant item. In the case of repair, where the item has been sent to Elastomers Australia, Elastomers Australia will bear the cost of transporting the repaired item to the customer.

Elastomers Australia shall be entitled at its discretion to retain any part which has been replaced by Elastomers Australia, and if such election is made title shall pass to Elastomers Australia upon replacement.

## 5. How long does the warranty last?

The warranty lasts for the reasonably expected service life of the item, having regard to the type of item, the place and nature of its use, provided that the period of the warranty shall not under any circumstances be greater than 12 months from the date that the customer takes delivery of the item. It should be noted

that the right to claim the warranty is conditional upon the customer notifying Elastomers Australia of the defect within the time set out in the section above entitled “How does the customer claim the warranty?”.

## 6. What is not covered?

The warranty does not cover:

1. Any defect not caused by a defect in workmanship or materials;
2. Fair wear and tear to panels and fixing systems. What is fair wear and tear shall be determined in Elastomers Australia’s discretion (acting reasonably) and will depend on the particular circumstances, including (without limitation) the age of the item, the amount and type of use that the item has been subjected to and any other factors that Elastomers Australia (acting reasonably) considers relevant;
3. Damage caused by improper maintenance or storage;
4. Any incidental or consequential damage caused by the defect including any costs, damages, expenses and/or losses relating to any property, plant or equipment damage or personal injuries, or any loss of profit, loss of production, loss of revenue and/or sales or damage to goodwill.

As noted above, this warranty does not apply to any damage to or defect in:

- Elastomers Australia panels that are used with fixing systems of other suppliers; or
- Elastomers Australia fixing systems that are used with panels of other suppliers.

## 7. Who is providing this warranty?

This warranty is provided by Lettela Pty Ltd (as trustee for RJ Letten Trust), trading as **Elastomers Australia**.

**Address:** 34 McIntosh Street, Airport West VIC 3042

**Phone:** (03) 9335 7999

**Email:** [orders@elastomersaustralia.com.au](mailto:orders@elastomersaustralia.com.au)

## 8. Notice

Where Elastomers Australia’s panels and/or fixing systems are supplied to customers who are “consumers” within the meaning of the Australian Consumer Law, each of the following applies:

- The benefits to you given by this warranty are in addition to other rights and remedies you have under law in relation to the goods or services to which the warranty relates.
- Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
  - to cancel your service contract with us; and
  - to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.