



3 Year Metal Canopy Structural Warranty

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

OVERVIEW

AWL Canopies "AWLC" offers a 3-year structural warranty for all TM series, metal canopies per the AWLC Fabricator "Tong Metals" warranty. All ancillary products installed on or in a metal canopy product are subject to the Original Manufacturer's (OEM) warranties. Examples of said OEM products include, but are not limited to, awnings, any mattress, cushions, electrical equipment, refrigeration, refrigerator slides, powder coating, polyurea coating, water tanks, and all other OEM items used in the manufacture of the metal canopy product.

The AWLC Metal Canopy Warranty is limited to manufacturing or materials defects. This does not include damage caused by normal wear and tear, impact on or by a moving vehicle, falling objects, condensation, burn holes, extreme weather, damage caused by freight or transport, damage caused by animals, insects, children, dragging, or improper setup.

1.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify AWLC in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification, the Client must allow AWLC or its AWLC Fabricator to inspect the Goods.

1.2 Under applicable Australian, State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

1.3 AWLC and the AWLC Fabricator acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.

1.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, AWLC, and the AWLC Fabricator, makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. AWLC and the AWLC Fabricators' liability in respect of these warranties is limited to the fullest extent permitted by law.

1.5 If the Client is a consumer within the meaning of the CCA, AWLC, and the AWLC Fabricator's liability is limited to the extent permitted by section 64A of Schedule 2.

1.6 If AWLC or AWLC's Fabricator is required to replace the Goods under this clause or the CCA, but is unable to do so, AWLC or the AWLC's Fabricator may refund any money the Client has paid for the Goods.

1.7 If the Client is not a consumer within the meaning of the CCA, AWLC and AWLC's Fabricator's liability for any defect or damage in the Goods is:

(a) limited to the value of any express warranty or warranty card provided to the Client by AWLC or the AWLC Fabricator at AWLC and the AWLC's Fabricator's sole discretion;

(b) limited to any warranty to which AWLC and the AWLC Fabricator is entitled if AWLC and the AWLC Fabricator did not manufacture the Goods;

(c) otherwise negated absolutely.

1.8 Subject to this clause 11, returns will only be accepted provided that:

- (a) the Client has complied with the provisions of clause 1.1; and
- (b) AWLC and the AWLC Fabricator has agreed that the Goods are defective; and
- (c) the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
- (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.

1.9 Notwithstanding clauses 1.1 to 1.8 but subject to the CCA, AWLC and the AWLC Fabricator shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

- (a) the Client failing to maintain or store any Goods properly;
- (b) the Client using the Goods for any purpose other than that for which they were designed;
- (c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) the Client failing to follow any instructions or guidelines provided by AWLC or the AWLC Fabricator;
- (e) fair wear and tear, any accident, or act of God.

1.10 In the case of second-hand goods, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second-hand Goods before delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Fabricator as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded.

The Client acknowledges and agrees that AWLC and the AWLC Fabricator has agreed to provide the Client with the second-hand goods and calculated the price of second-hand Goods in reliance on this clause 1.10.

1.11 Notwithstanding anything contained in this clause, if AWLC or the AWLC Fabricator is required by a law to accept a return, then the Fabricator will only accept a return on the conditions imposed by that law.