

WARRANTY FOR CENTENARY

CARPORTS AND VERANDAHS

Regency Park
5-17 Taminga Street,
Regency Park 5010

Telephone (08) 8348 5711
Facsimile (08) 8347 3754

Customer:

Site Address:

P/Code:

Toll Free 1800 882 672

Authorised Dealer:

Date of Installation:

Warranty No:

Description:

FIELDERS AUSTRALIA PTY LTD ABN 49 091 954 442 ("Fielders") warrants the structural integrity of the materials supplied by Fielders ("the Product") to the Customer for erection of the Centenary Carport and Verandah at the Site Address for a period of 20 years ("the Warranty Period") from the Date of Installation.

WARRANTY is subject to the following terms and conditions:

1. **INSTALLATION**

- 1.1 The Product must be installed by an Authorised Dealer and/or in accordance with Fielders Installation Instructions.
- 1.2 Installation has taken place within 14 days of delivery to the Site Address and the Product has been adequately protected against damage.
- 1.3 The installed Product may be inspected by a Fielders' representative at any time after the Date of Installation or at the Customer's request if the Customer considers there to be a defect in installation.

2. **MAINTENANCE AND DEFECTS**

- 2.1 The Customer must regularly inspect the Product and undertake routine maintenance in accordance with the Fielders Maintenance Guide and Fielders Centenary Care and Maintenance Guide.
- 2.2 Fielders must be advised in writing of any defect in the Product within 30 days of the date of the defect occurring.

3. **PRO RATA DISCOUNT**

- 3.1 Should a defect in part only of the Product arise during the Warranty Period, Fielders' liability will be limited to the replacement of the defective portion only of the Product.
- 3.2 Replacement Product will be supplied at a discount to the then current price which bears the same ratio as that part of the Warranty Period not achieved bears to the full Warranty Period.

Sample

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4. **FIELDERS WILL ONLY BE LIABLE FOR:**

- 4.1 replacing the Product;
- 4.2 the cost of replacing the Product (or equivalent Product);
- 4.3 the cost of having the Product repaired
whichever is the lowest and subject to the limitations contained in clause 3.

5. **FIELDERS WILL NOT BE LIABLE FOR:**

- 5.1 any defects caused through normal wear and tear, corrosive environment, abnormal conditions, lack of maintenance in accordance with the Fielders Maintenance Guide and Fielders Centenary Care and Maintenance Guide, or any works undertaken by the Customer or by an unauthorised person to the Product without Fielders' knowledge or consent;
- 5.2 labour costs associated with the removal and replacement of the affected Product;
- 5.3 injury to persons, or damage to property or consequential or indirect losses of the Customer or any third party;
- 5.4 any materials not supplied or specified by Fielders and any defect arising from use of such materials;
- 5.5 any damage to or defect in the Product arising from any event beyond Fielders' reasonable control or arising from an insurable risk of the Customer.

6. **EXCLUSIONS**

- 6.1 This Warranty is given in lieu of all other conditions or warranties expressed or implied except to the extent that any statute applicable to the contract prevents the exclusion, restrictions or modifications of such conditions or warranties.
- 6.2 This Warranty is personal to the Customer and is not transferable to a subsequent purchaser of the Product or the Site Address.

SIGNED on behalf of Fielders:

Signature:

Position: National Centenary Product Manager

Date: / /

Sample