



# POLYPRO SHUTTERS™ PP

## Warranty Against Defects | Product & Coating

PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT COVERAGE UNDER THIS WARRANTY DOCUMENT, INCLUDING YOUR OBLIGATIONS, YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW, AND OTHER IMPORTANT CONDITIONS, LIMITATIONS, AND EXCLUSIONS.

The warranties set out herein are given by Ausource Solutions Pty Ltd (ACN 650 705 918).

### **What is covered by the warranties?**

Subject to the conditions, limitations, and exclusions contained in this warranty, we offer limited warranties that apply to parts and components of PolyPro Shutters™ PP (the “**Product**”). Where we have provided you with a separate warranty covering a specific product, the terms and conditions of this warranty do not apply.

### **To whom are the warranties given?**

The warranties are given to the original purchaser of the Product (“**Customer,**” “**you**”). You may only transfer or assign the benefit of this warranty with our prior written and fully informed consent. The warranties are otherwise non-transferrable.

We may transfer or assign our rights or obligations under this warranty document at our sole discretion.

### **Application and Warranty Period**

We are only obliged to consider your warranty claim if you submit your claim to us within the relevant warranty periods. The warranties that we offer and the relevant warranty periods are set out below.

#### **PolyPro Shutters™ PP – shutter profile components warranty**

We warrant that the ‘Shutter Profile Components’ in the Product will be free from defects in design, materials, and workmanship for a period of **twenty-five (25) years** from the date of installation.

This warranty is only provided where the Product has been installed indoors.



### **PolyPro Shutters™ PP – coating warranty**

We warrant that the 'Coating' in the Product known as PolyPro Shutters™ PP will not contain imperfections that are visible to the naked eye in sunlight from a distance of 1.5 meters (other than colour variations which may occur between samples supplied).

We provide this warranty for a period of **ten (10) years** from the date of installation.

This warranty is only provided where the Product has been installed indoors.

### **PolyPro Shutters™ PP – hardware warranty**

We warrant that hardware (including hinges, tracking, and locks) supplied with the Product will be free from defects in design, materials, and workmanship for a period of **two (2) years** from the date of installation.

This warranty is only provided where the Product has been installed indoors.

### **Pre-conditions for making a warranty claim**

To receive the benefit of the above warranties:

1. all invoices relating to the Product that is the subject of your warranty claim must be paid in full before we will consider your claim;
2. the Product that is the subject of your warranty claim must have been installed by a suitably qualified person (in accordance with our directions, approval, or any applicable installation guidelines);
3. you have returned the completed Warranty Certificate to us within twenty-one (21) days of the Product's installation; and
4. you have completed and returned to us the Rework Form within thirty (30) days of identifying a problem or defect that you wish to claim a remedy for under this warranty.

### **No extension to Warranty Period**

Replacements carried out by us under this warranty will not extend the above warranty periods, nor will they result in the warranty periods being restarted, nor any new warranty periods being initiated.

The warranty period in respect of any replacements will end upon the expiry of the initial warranty periods. No employee or agent of ours is authorised to extend the warranty periods or otherwise expand the scope of this warranty.



### **Our obligations under this warranty**

At our election, and subject to the terms of any warranty we give, we will repair, replace (with a same or equivalent product), refund, or pay you the costs of repairing or replacing the Product the subject of your warranty claim if:

1. we agree the Product has a defect that is covered by our warranties; and
2. you have:
  - (a) satisfied the pre-conditions for making a warranty claim;
  - (b) made a warranty claim within the relevant warranty period; and
  - (c) completed any other requirements set out herein.

We may require you to make the Product available for inspection by us or our authorised representative (including builders or installers we authorise to inspect the Product).

We reserve the right to charge you a service fee for the inspection of any Product that is the subject of your warranty claim. If we or our authorised representative inspect the Product and determine there to be a defect that is covered by this warranty, then we will waive or refund the service fee.

Where we agree to accept your warranty claim, repairs or a replacement product (or the costs thereof) will be provided to you free of charge. Where the Product cannot be suitably repaired or no replacement product is available, an equivalent product or refund will be provided to you.

Risk of loss or damage to the repaired or replacement product passes to you or to your agent or to your nominated carrier upon delivery or collection of the repaired or replacement product (as the context requires).

To the extent permitted by law, our liability under this warranty is limited to us repairing, replacing (with a same or equivalent product), refunding, or otherwise paying you the costs of repairing or replacing the Product that is the subject of your warranty claim.

### **What is expressly excluded from this warranty?**

For the purposes of this warranty, and for the removal of doubt, we will not be obliged to refund, repair, or replace any Products that are the subject of damage caused by:

1. normal wear and tear;
2. misuse or abuse (whether wilful, accidental, or negligent);
3. external forces (including, without limitation, impact damage);
4. improper maintenance, cleaning, handling, or storage;



5. corrosion (e.g. excessively salty atmospheres) or water or moisture damage (where the Products are not intended to be used in a corrosive or wet environment);
6. defects caused by contamination or pollution (for example, surface dirt or staining);
7. improper installation (where installation was not carried out in accordance with our installation guidelines or those of the relevant manufacturer);
8. exposure to radiation, or harmful or caustic chemicals;
9. any use of the Products other than their normal intended use or in an application that is not fit for purpose;
10. exposure to loads or stresses in excess of Product specifications and our installation guidelines (or those of the relevant manufacturer);
11. modifications, alterations, or repairs made without our prior written and fully informed consent;
12. natural events or disasters, including, without limitation, explosion, fire, lightning, hail, earthquakes, or flood;
13. misuse of any kind including faulty or inappropriate assembly, handling, or installation; and
14. use of silicon-based sprays or abrasive cleaning agents on the product.

**Further limitations and exclusions**

To the extent permitted by law, this warranty expressly excludes:

1. the cost of removing and disposing of the Product the subject of your warranty claim;
2. the cost of installing the replacement product;
3. freight, handling, and storage costs;
4. damage to personal property;
5. liability for any liquidated damages you incur;
6. costs associated with third-party evaluations, reports, or repairs that have been undertaken without our prior written and fully informed consent; and
7. additional charges incurred by you such as parking, accommodation, or travel costs or time.



Given that Products may be discontinued from time to time, we cannot guarantee that replacement Products supplied under this warranty will be identical to the Product that is replaced. We will however take reasonable steps to ensure that the replacement Product supplied will be comparable to the Product which has been replaced in terms of its appearance, quality, and specifications (wherever possible).

We will rectify any defect as soon as practicable but will not be liable for any loss or damage whatsoever caused by any delay.

### **Exclusion of installation and other costs**

Where:

1. we have accepted your warranty claim; and
  2. you have failed to inspect the Product in accordance with clause 7.1(a) of our Terms of Trade,
- you are liable for all costs of installation or re-installation, to the extent permitted by law.

### **How to make a claim under this warranty**

To make a claim under this warranty you must, prior to the expiry of any relevant warranty period and within thirty (30) days of discovering the relevant Product defect, contact us, and provide details of your warranty claim, with particulars, in writing.

Details of your warranty claim should include:

1. the name and address of the customer and place of installation of the shutter panels and frames;
2. a copy of the original Installers Certificate; and
3. a brief description (including photographic evidence) of the defect for which the warranty claim is being made.

Upon receipt of this information, we may require the product to be inspected and a determination made as to whether the warranty covers the relevant defect advised by the customer.

### **Further particulars**

Given the nature of our Products and potential risk created by Product defects, we may reasonably require you to provide certain particulars to assist us with determining warranty claims and inspecting Products, including but not limited to the following:

1. Product delivery conditions;
2. information relating to Product usage; and
3. Product storage conditions.



We may also ask you to provide proof of purchase documentation, as well as any other information or documents (such as photographic or video evidence) requested by us that we deem reasonably necessary to assess your warranty claim.

Upon receipt of your warranty claim and any relevant documentation, we may contact you to arrange for a time for us or our authorised representative to inspect the Product that is the subject of your warranty claim.

You are responsible for any expenses of making a claim under this warranty.

### **No exclusion or limitation of statutory rights**

Nothing in this warranty is to be read or construed to exclude, limit, or modify or have the effect of excluding, limiting, or modifying any right or remedy, or any guarantee, term, condition, warranty, or undertaking implied or imposed by any state or federal legislation which cannot lawfully be excluded or limited.

### **Australian Consumer Law**

This section applies where you are deemed to be a 'consumer' for the purposes of Schedule 2 to the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law").

The benefits given to you under this Warranty are in addition to any rights and remedies that you may have under Australian Consumer Law.

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. This is not an exhaustive list of your rights under the Australian Consumer Law.



**Our contact details are as follows:**

**Ausource Solutions Pty Ltd (ACN 650 705 918)**

86 Waterfront Drive, Karalee Qld 4306

☎ (07) 2140 7068

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@ [www.ausourcesolutions.com](http://www.ausourcesolutions.com)



**Additional information - Light Gaps in Plantation Shutters**

There is a tolerance in manufacturing shutters that allows for small variations in light gaps between plantation shutter blades.

This means the light gaps are not to be inspected when the blades are fully closed (closed tight) but rather, with a 4-6mm separation between the blades.

Plantation shutters are not designed to and should never be sold as a complete block out product.

**Rework Form**

[The rework form is linked here](#). Once this has been completed, please send this via email to our Order Processing team at [orders@ausource.com.au](mailto:orders@ausource.com.au).



## Warranty Certificate

To: Ausource Solutions Pty Ltd  
86 Waterfront Drive  
Karalee QLD 4306

This is to certify that the person named on this certificate had installed at the property named on this certificate the Ausource Solutions Pty Ltd product known as PolyPro Shutters™ PP on the date specified on this certificate.

Name and address of installer: .....  
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Place of installation: .....  
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Date of installation: .....  
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Signed by the installer: .....  
Dated: .....