

## WARRANTY

This is the standard warranty (Warranty) of all Goods and Services supplied by SOLWEST DOORS PTY LIMITED (ACN 651 539 561) (ABN 14 651 539 561) of 2 Conquest Way, Wangara WA 6065

This Warranty sets out what the Customer must do to qualify the Customer to claim the Warranty and what SOLWEST DOORS must do so that the Warranty may be honoured.

This Warranty is effective from **1st October 2021**.

### 1. DEFINITIONS AND INTERPRETATION

#### Definitions

1.1 In the interpretation of this Warranty, unless there is something in the subject or context inconsistent therewith:

- (a) **Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- (b) **Australian Standards** means the applicable codes and guidelines published from time to time by Standards Australia.
- (c) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- (d) **Claim** means a claim made under this Warranty.
- (e) **Courts** means, in relation to a Jurisdiction, those courts and tribunals exercising jurisdiction in that Jurisdiction, including any competent Federal court exercising jurisdiction in that Jurisdiction.
- (f) **Customer** means any person, firm or company placing an order with SOLWEST DOORS for the purchase of any Goods and to whom the Quotation is addressed and/or any person who accepts the Quotation.
- (g) **Domestic Building Acts** means:
  - (i) the Home Building Act 1989 (NSW);
  - (ii) the Domestic Building Contracts Act 2000 (Qld);
  - (iii) the Domestic Building Contracts Act 1995 (Vic); and
  - (iv) the Home Building Contracts Act 1991 (WA);
  - (v) the Building Work Contractors Act 1995 (SA);
  - (vi) the Building Act 2000 (TAS);
  - (vii) the Building Act 2004 (ACT);
  - (viii) the Building Act (NT)

as amended from time to time, and includes any other laws or regulations which imply certain warranties into the Contract;

- (h) **Force Majeure Event** means an event beyond the reasonable control of SOLWEST DOORS or the Customer, including but not limited to acts of God, fire, war and civil unrest of any kind, storm and tempest, theft and vandalism, nuclear or other hazardous contamination and terrorism

- (i) **Glass** means Goods made out of glass and the components of glass within a SOLWEST DOORS Good, including vision panels.
- (j) **Goods** means the goods and merchandise supplied by Us which are the subject of the Warranty.
- (k) **Manufacturer's Instructions** means the instructions and recommendations published on our website(s) and/or issued with the Goods and Services from time to time.
- (l) **Moving parts/Hardware** means componentry of Goods which has the ability to move, including but not limited to rollers, pivots, hinges, handles, bearings, locks, operating mechanisms (handles, motors, closers and seals) and other like components.
- (m) **Order** means the acceptance of the Quotation in whole or in part by You.
- (n) **Person** includes companies.
- (o) **Quotation** means the document issued by Us outlining Our estimate of the cost for the provision of specified Goods and Services.
- (f) **Services** means the Services, if any, to be supplied by Us with the Goods and which are the subject of the Contract or Quotation.

#### Interpretation

- 1.2 Headings are for convenience only and do not form part of this Warranty.
- 1.3 Reference to **document** means this Warranty.
- 1.4 Reference to **We, Us or Our** means SOLWEST DOORS.
- 1.5 Reference to **You or Your** means the Customer.
- 1.6 Reference to the singular includes the plural and the plural includes the singular.
- 1.7 Reference to one gender includes the others.

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### 2. AUSTRALIAN CONSUMER LAW

- 2.1 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 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.
- 2.2 The benefits given to You by this Warranty are in addition to other rights and remedies You may have under a law in relation to the Goods or Services to which this Warranty relates. Nothing in this Warranty is to be interpreted as excluding, restricting or modifying any law or statute applicable to the supply of Goods and Services which cannot be excluded, restricted or modified.

### 3. APPLICATION

- 3.1 This warranty applies to:
- The sale of Goods and/or Services to a consumer, as defined by the Australian Consumer Law;
  - The sale of Goods and/or Services of a kind ordinarily purchased for personal, domestic or household use within Australia.

### 4. THE WARRANTY TERM AND COVERAGE

- 4.1 We warrant that Our Goods and Services shall come with the following warranty outlines in the table below:

TYPE OF GOOD	WARRANTY TERM	WARRANTY START DATE	WHAT THIS WARRANTY COVERS
Flush Panel, Joinery & Acoustic Doors	5 years	In the case of Goods, the date of delivery of the Goods to You.	<ul style="list-style-type: none"> <li>All goods shall be free of defects arising from faulty workmanship of materials; and</li> <li>All services shall be rendered with due care and skill.</li> </ul>
Industrial Doors	2 years		
Fire Doors	2 years		
Metal Door Frames	1 year	In the case of Services, the date of completion of the Services.	
Timber Door Frames	1 year		
Hardware	As per manufacturer's warranty		

### 5. WARRANTY OPTIONS

- 5.1 The parties acknowledge and agree that this Warranty is limited to one of the following options, to be chosen at Our discretion:

WARRANTY OPTIONS FOR GOODS	WARRANTY OPTIONS FOR SERVICES
The repair or cost of repair of the Goods; or The replacement or cost of replacement of the same Goods; or The supply or cost of supply of equivalent Goods; or The refund of the original invoice value paid for the Goods.	The re-supply of the same Services; or The supply or cost of supplying equivalent Services; or The refund of the original invoice value paid for the Services. <i>(Except where the original Services were not carried out or contracted by Us)</i>

## WARRANTY

- 5.2 You acknowledge and agree that We reserve the right to replace Goods of more recent or modern design than the original Goods and/or Services the subject of this Warranty.
- 5.3 You acknowledge and agree that, unless any applicable legislation, regulation or code prescribes otherwise, any repair, replacement or resupply of a Good or Service under this Warranty does not extend or restart the Warranty Terms outlined above.

### 6. CONDITIONS AND EXCLUSIONS

6.1 To the full extent permitted by law, this Warranty does not cover

TYPE	EXCLUSIONS
General	<ul style="list-style-type: none"> <li>• Fair wear and tear of Goods;</li> <li>• Defects caused by misuse, abuse, accident or neglect by You;</li> <li>• Defects caused by any Force Majeure event;</li> <li>• Defects caused by damage during transport, unless transported by Us or Our agent;</li> <li>• Your failure to install, care, store and/or maintain the Goods in accordance with the Manufacturer's Instructions;</li> <li>• The installing or refinishing of a replacement Good supplied under this Warranty, unless the installation or finishing was part of Services originally carried out by or contracted to Us;</li> <li>• Services carried out by personnel or agents which are not authorised by Us;</li> <li>• Modification, alteration or repair of Goods, or any other Services, which are not authorised by Us;</li> <li>• Any defects or allowances permitted in accordance with Australian Standards</li> <li>• Unless expressly stated otherwise, and abnormal stress imposed on the Goods due to coastal conditions, salt spray, corrosive chemicals, acid rain, extreme heat and/or humidity, excessive vibration or movements of buildings or foundations, or other location related factor;</li> </ul> <ul style="list-style-type: none"> <li>• The cost of transport for Goods to or from Us;</li> <li>• Any liability We may have in contract, tort (including, without limitation, negligence or breach of statutory duty), personal injury or property damage howsoever caused, or otherwise to compensate You for:               <ol style="list-style-type: none"> <li>(1) Any increased costs or expenses;</li> <li>(2) Any loss of profit, revenue, business, contracts or anticipated savings;</li> <li>(3) Any loss or expense resulting from a claim by a third party; or</li> <li>(4) Any special, indirect or consequential loss or damage of any nature whatsoever.</li> </ol> </li> <li>• All other warranties, whether implied or otherwise, not set out in this Warranty except for those that cannot be excluded at law under the Domestic Building Acts, the Australian Consumer Law or any other applicable law.</li> </ul>
Doors	<ul style="list-style-type: none"> <li>• A warp, bow or twist of 4mm or less for doors up to 2150mm high, 6mm or less for door heights between 2150mm and 2400mm and will not be liable for any warp, bow or twist where:               <ul style="list-style-type: none"> <li>○ Doors exceed 2438mm high or 1219mm wide</li> <li>○ Doors have face veneers of different species or unbalanced construction</li> <li>○ Doors are improperly hung or do not swing freely.</li> <li>○ External doors which have been:                   <ul style="list-style-type: none"> <li>■ Painted with colours that have Light Reflective Value of less than 50.</li> <li>■ Clad with metal that has Solar Reflective Index value of less than 40.</li> </ul> </li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• Normal show-through of frame and core components in flush panel doors;</li> <li>• Defects due to moisture content which falls below 10% or for moisture content which exceeds 15%;</li> <li>• Natural variations in the colour, texture and grain pattern of timber and aluminium componentry of Goods, including the colour, grain pattern and thickness of matching timber edge strips;</li> <li>• Fading, darkening or colour change in aluminium surfaces of Goods, including powder coated finishes, caused by normal weather conditions;</li> <li>• Doors where closers and associated hardware are fixed in a manner that causes undue stress on the door.</li> </ul>

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TYPE	EXCLUSIONS
Glass	<ul style="list-style-type: none"> <li>Glass Goods that have been modified in any way by the addition of film, tint, privacy or any other finish not authorised by Us;</li> <li>Glass breakage not caused solely by Our faulty workmanship or materials, or Our failure to render Services with due care and skill;</li> <li>Natural variations in the clarity of glass;</li> <li>Discolouration of glass finishes that may occur under certain climatic conditions</li> </ul>
Hardware & Moving Parts	<ul style="list-style-type: none"> <li>Plated finished products;</li> <li>Tea staining</li> </ul>

### 7. INSTALLATION, CARE AND PRODUCT MAINTENANCE

7.1 For this Warranty to apply:

(a) All Goods must be installed, and all Services must be rendered, in accordance with relevant Australian Standards and standard building practices;

and

(b) You must follow:

- (i) The Manufacturer's Instructions applicable to the Goods and Services the subject of this Warranty; and
- (ii) Any instructions which We print on the labels, packaging or operation manuals of Goods; and
- (iii) Any and all instructions published on Our website(s) from time to time; and
- (iv) Any other instructions for the installation, care and maintenance of Goods that We may publish from time to time.

7.2 You acknowledge and agree that a failure to follow the Australian Standards, Manufacturer's Instructions and any other instructions, as applicable, may void this Warranty.

### 8. CLAIMS PROCEDURE AND NOTIFICATIONS

8.1 To make a Claim under this Warranty, You must adhere to the following procedure:

(a) Within thirty (30) days of any defect arising, You must notify Us of the defect in writing (Notification);

(b) The Notification must include:

- Your full name, address and telephone number;
- Your original proof of purchase of the item(s) the subject of the defect or Claim;
- A written description of the defect;
- Where possible, a photograph of the defect; and
- A written assurance that the Goods have not been damaged, incorrectly assembled, installed or operated, negligently treated or misused.

(c) The Notification must be made to:

- (i) The SOLWEST DOORS supplier who supplied the Goods/Services to You; or
- (ii) 2 Conquest Way, Wangara WA 6065, P (08) 9309 3899; or
- (iii) An enquiry through our website(s) at <https://www.solwest.com.au/contact/>.

8.2 Following receipt of a Notification, We will contact You, arrange for the Goods to be inspected and determine the Claim in a timely manner.

8.3 For the purpose of assessing the Claim and if required by Us, You acknowledge and agree to make the Goods available for inspection by Us between 9am – 5pm, Monday – Friday.

8.4 You acknowledge and agree to bear all costs and expenses associated with making any Claim under this Warranty.

8.5 For the purposes of determining any Claim, You acknowledge and agree that We retain the right, in Our sole discretion, to reasonably determine whether You have followed the Australian Standards, Manufacturer's Instructions and any other instructions provided for the Goods and Services which are the subject of the Claim.



**Solwest Doors**  
ABN: 14 651 539 561

A: 2 Conquest Way, Wangara WA 6065  
E: sales@solwest.com.au  
W: solwest.com.au  
P: (08) 9309 3899

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### 9. GOVERNING LAW

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- 9.1 This Warranty shall be governed and interpreted according to the laws of the State or Territory of Australia as SOLWEST DOORS may in its sole discretion determine.
- 9.2 Failing such determination, You agree and consent to apply the laws of the State of Western Australia.