

MELBOURNE FACADES PTY. LTD

A.B.N.: 81 770 895 009

METALWORK, STAINLESS STEEL, STRUCTURAL STEEL, CURTAIN WALL, GLAZING

Contact personnel; Mr Tony Gueli 9836-7462
Mr Ben Flanagan 0439387785

Works Description; Manufacture, supply and install
• Aluminum glazed Shop fronts
• Aluminum punched windows

Product used Aluminum Extrusion and glass as per specification.

Manufacturers

Glass;	Avic Sanxing Co Ltd, Glass Works Australia, Viridian.
Aluminum paint finishers.	Aluminum Industries, Zdoon.
Silicone Sealant.	Tremsil 890, Bostik Seal and Flex .
Composite cladding;	Alpolic Mitsubishi ,
Extrusions (Apartments).	Aluminium Industries, Zdoon
Extrusions shop-fronts.	Aluminium Industries.
Bi-Fold Doors.	Alspec.

Warranty Period Aluminum Extrusions; 10 Years.
Powder coated finishes; 10 years.
Glass 10 Years.

PROJECT: The Precinct, 601 Victoria St, Abbotsford

MAINTENANCE AND INSTRUCTION MANUAL.

Cleaning and maintenance;

Aluminium Paint surfaces.	Clean with wet rag once every 6 months. Do not use any solvent /chemical based materials.
Aluminum extrusion surfaces	ditto.
Aluminum anodized surfaces	ditto.
Glass; external and internal	Clean with wet rag once every 6 months. Ammonia weak concentrate to be used. Under 5 % strength Do not use any other solvent /chemical based materials

All items other than Automated door units are permanent fixtures and as such do not require greasing and lubrication. All aluminum surfaces to be hand cleaned only.

Registered office: 5/23 Bell St, Preston, Victoria

Facsimile: 9836-9329

Mobile; 0418 314 221

Hi Ben,

In regards to powder coating

warranty. We offer a standard 7 year for our non specified warranty powders. However the powder coat colour that is highlighted in red below, was the powder coat product specified and used, for the New Horizons Monash Uni Project.

These are the 15yr warranty powders:

E007	88393	Eternity® Bronze Pearl
E010	88394	Eternity® Charcoal Pearl Satin
C031	7024Q	Eternity® Citi Silver Pearl
E012	1138Q	Eternity® Linen Pearl Satin
N005	89119	Eternity® Natural Pearl
E013	88395	Eternity® Nickel Pearl
E016	88396	Eternity® Pewter Pearl
E020	7160K	Eternity® Silver Kinetic
L040	7005F	Eternity® Star Pearl
P130	87728	Eternity® Titanium Pearl
Z001	88702	Zeus® Black Matt
D002	51275	Zeus® Dark Grey Matt
L034	87734	Zeus® Lunar Eclipse Satin
L037	88417	Zeus® Lunar Grey Matt
S045	51272	Zeus® Silver Grey Matt
T009	7315S	Zeus® Timberland Satin
Z007	1110G	Zeus® White Gloss
C007	73713	Zeus® Chalk USA Gloss
Z002	87732	Zeus® Black Satin
Z003	88416	Zeus® Grey Satin
Z006	84682	Zeus® Talc Satin

Regards,

Brandon Chen
Customer Service Administrator

TERMS OF WARRANTY

In addition to the guarantees under the Australian Consumer Law ("**ACL**"), Austral Lock provides consumer's (ie. retail customers not trade customers) an extended warranty that all products in its product range ("**Products**") will be free from defects in materials and workmanship under normal use for the following periods of time:

- . 7 years for the finishes of the Products; and
- . 10 year for mechanical parts of the Products.

If a Product fails to conform to this extended warranty during the applicable extended warranty period, Austral Lock will either replace any failed component of the Product or replace the Product free of charge (which Austral Lock will determine in its absolute discretion).

Exclusions

1. This extended warranty only applies to defects which have arisen solely from faulty materials or workmanship in the Product and does not apply to other defects which may have arisen as a result of, without limitation, the following:
 - . accidental damage, abuse, misuse, maltreatment, abnormal stress or strain of the Products;
 - . neglect of any kind in respect of the Product;
 - . tarnishing and damage to or deterioration of finishes as a result of harsh or adverse conditions (including corrosive environments such as the coastal locations and large fluctuations in pressure or temperature);
 - . deterioration in colour and performance of polymer materials;
 - . fair wear and tear;
 - . installation or maintenance of the Products not in accordance with the instructions provided with the Products.
2. Alterations or repair of the Product other than approved by Austral Lock are not covered by this extended warranty (for the avoidance of doubt, attachment of accessories or use of non genuine replacement parts other than those manufactured or approved by Austral Lock are not covered).
3. Costs incurred by the removal, replacement or installation of the Product are not covered by this extended warranty.
4. Personal injury, property damage or economic loss, howsoever caused, will not be covered by this extended warranty.

Australian Consumer Law

In addition to this extended warranty, certain legislation (including the ACL) may give you rights which cannot be excluded, restricted or modified. This extended warranty must be read subject to such legislation and nothing in this warranty has the effect of excluding, restricting or modifying those rights.

If Austral Lock fails to meet a guarantee under the ACL, your remedy for such failure may be limited to any one or more of the following:

- . replacement of the product;
- . repair of the product;

- refunding the cost of the product;
- payment of reasonable costs of having the product repaired;
- payment in respect of the reduced value of the product.

As required by legislation, including the ACL, any claims for damage, or any consequential loss either directly or indirectly due to defects of any kind in a product will only be met by Austral Lock where the damage or loss was reasonably foreseeable by Austral Lock.

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 for compensation for any other 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.

Warranty Claims

Any defective product must be returned to the point of sale before replacement can be considered under the terms of this extended warranty. If the costs of returning any defective parts are excessive or unreasonable, please contact Austral Lock on 03 9314 1077 so that we can arrange a collection (if considered appropriate in the circumstances).

Warranty claims can be made at the point of sale or by posting or faxing a warranty claim to Austral Lock (contact details listed below) within 3 months of the appearance of a defect. Warranty claims under this extended warranty must include the following details:

- Date of Purchase;
- Location of Purchase;
- Proof of Purchase;
- Contact Details

Austral Lock's contact details are as follows:

42 – 44 Export Drive

Brooklyn VIC 3012

Telephone: 03 9314 1077

Fax: 03 9314 2400

Email: enquiries@ausloc.com

AVIC Sanxin Co., Ltd.

HEAT SOAKED TEMPERED GLASS STANDARD LIMITED WARRANTY

Avic Saxin warrants its Heat Soaked Tempered glass to not break spontaneously as a result of Nickel Sulfide (NiS) inclusions at a rate exceeding 0.5% (5/1000) **for a period of five years from the date of manufacture.**

In the event that the Heat Soaked Tempered glass does break in excess of the 0.5% rate as a result of a verifiable NiS inclusion, Avic Saxin will replace the broken

Heat Soaked Tempered glass without charge, FOB nearest shipping point to the place of installation and pay for the costs of reasonable market replacement labour.

Avic Saxin will not be responsible for any other expenses or costs, including, but not limited to, incidental, indirect, special or consequential damages. In no event shall

Avic Saxin liability exceed the replacement costs, including reasonable labour, of the glass. The warranty of the replacement glass will be limited to the remainder of the warranty period of the original Heat Soak Tempered glass.

Avic Saxin expressly assumes no responsibility for glass breakage not attributable to NiS inclusion beyond 0.5%; or the following: product failure due to improper usage;

product failure due to improper handling, loading, unloading, or storage; incompatibility with other glazing or installation materials, including, but not limited to,

coatings, sealants, gaskets, setting blocks, lubricants, insulation or any other materials; faulty installation or building construction; damage caused by water not

attributable to the product; failure to adhere to the glass,

improper design; errors in provided specifications; scratches or abrasions to the product;

abnormal weather conditions; or damage caused by cleaners, solvents, acids, alkalies or any other chemicals used on or around the product. Viracon reserves the right

to inspect in the field any product that is alleged to be defective.

The purchaser's exclusive remedy is limited to the legal remedies described in this warranty. Avic Sanxin will not be liable for any incidental or consequential damages of any kind.

AVIC Sanxin Co., Ltd.

Avic Sanxin co.

Laminated Glass : Limited Warranty

WARRANTY COVERAGE:

Subject to the terms and conditions set forth below, Avic Sanxin, warrants that when used in accordance with applicable building codes and regulations and standard industry practices:

1. its laminated glass products ("Product 1") conform to *AS 1288 Standard Specification for Laminated Flat Glass*;
2. its laminates with minimum 0.030" PVB interlayer.
3. its specific interlayer component make up using specified interlayer suppliers
4. the Products will be free from manufacturing defects resulting in edge separation and discoloration.

This Limited Warranty shall continue for a period of five (5) years (the "Limited Warranty Period") from the date of shipment. Notwithstanding the foregoing, this Limited Warranty shall be null and void with respect to any slope glazing application. This Limited Warranty shall be conditioned upon and subject to the installer, general contractor, architect of record or owner's (each a "Customer") determination that the Products are suitable for and compatible with the Customer's intended use, and such determination shall be the sole responsibility of the Customer.

MELBOURNE FACADES PTY. LTD.

A.B.N. 81 770 895 009

METALWORK, STAINLESS STEEL, BRASS, COPPER, STRUCTURAL STEEL,

ALUMINIUM WINDOWS, CURTAINWALLS AND GLAZING, GENERAL ENGINEERING

Cleaning of glass to windows and skylights

1. Carefully remove any protective covering.
2. To avoid scratching glass, do not use a scraper blade.
3. Extra care is required when cleaning coated high performance glass.
4. Wash firstly with a soft cloth and mild detergent, rinsing off with clean water. Do not use solvents.
5. Clean all tracks on sliding doors and windows with a brush or vacuum, ensuring that all sill drainage slots are clear. Prior to cleaning of the glass.
6. Eucalyptus oil, allowed to penetrate, will assist in the removal of adhesive labels from frames and glass.
7. A single edge safety blade can be used with extreme care to remove labels and spillage from the glass. Use at an acute angle to the glass, in a single motion. Do not draw back over the glass. Do not use on Low-E coated glass.

Use only cleaning material free of grit and grime to avoid scratching and marking of glass surface. Use only detergents and cleaning solutions which are recommended glass cleaners. Mild detergents are preferable.

Extra care is necessary where high performance reflective glass is installed. The coated surface can be susceptible to stains and scratches and therefore requires vigilance during the full construction and regular cleaning process.

Extra care is also necessary where toughened glass is installed. The non-printed side of this glass can be susceptible to stains and scratches and therefore requires vigilance during the full construction and regular cleaning process

1.0 What not to do

- Do not store or place other material in contact with the glass. This can damage the glass or create a heat trap leading to thermal breakage.
- Never use abrasive cleaners on glass. Scouring pads or other harsh materials must not be used to clean windows or other glass products. Powder based cleaners are to be avoided.
- Avoid causing extreme temperature changes as this may lead to thermal fracture of the glass, ie. do not splash hot water on cold glass or freezing water on hot glass.
- Some tapes or adhesives can stain or damage glass surfaces. Avoid using such materials unless they are known to be easily removed.

2.0 If damage occurs

- If glass is damaged or broken onsite ensure that experienced glaziers are engaged to rectify the situation. Glass can be a safety hazard if not handled properly.

3.0 Note to the painter

- Paint spots adhering to glass can be scraped off.
- A scraper with a clean edge should not damage the surface of a pane of clear glass if the scraper is held at an angle of 30 degrees to the glass.

- However, surface coated, modified or tinted glass does need special care. The best answer is to seek advice from your local glass merchant.

4.0 Care of mirrors

- Mirrors require special care in cleaning. To clean mirrors, simply wipe over the surface with a few drops of methylated spirits on a damp cloth.
- Polish surface dry with a lint free cloth. Some proprietary glass cleaners, if used to excess, can cause damage to the silvering and so too can an excessive amount of water.
- Make certain when cleaning the face of the mirror that there is no contact with the silver backing, particularly at the edge of the glass and be careful to keep any moisture away from the back edge of the mirror. Do everything possible to ensure that the cleaning cloths you use are free of any abrasives.

Low E coated Glass

Low E Glass offers uniquely enhanced insulation qualities when compared to ordinary glass, in addition to its inherent solar control and safety properties. These performance properties are achieved by a special coating on the glass.

The coated surface is always glazed to the inside of the building. When your finger is rubbed across the surface it has a slightly higher drag than ordinary glass. The coated surface of Low E coating is different to the surface of ordinary glass, consequently it requires specific methods to clean it.

Care is required to ensure that the coating applied to the internal face of the glass is not damaged by site contaminants during and after building operations. It is recommended that the glass is protected as this will greatly simplify the task of cleaning.

Care is also required during cleaning prior to handover to the owner and subsequent cleaning by the home owner/occupier to prevent scratching and marking of the inside coated face of the glass.

Do not place stickers, labels, masking materials etc on the coated (interior) surface of the glass as removal may leave a faint residue which cannot be removed. Do not allow protective materials to adhere or contact the coated (interior) surface.

1.0 Cleaning

The coated (interior) surface cleans differently to standard glass consequently it is recommended that Windex® glass and surface cleaner (clear liquid) is used as this will minimise smearing. Do not use ammonia based glass cleaners such as blue Windex or alcohol based cleaners, as these will leave smears on the glass.

Eucalyptus oil can be used to remove labels and residue from labels. Jif cream cleaner can be used to remove markings which are difficult to remove from the coated (interior) surface. While compound cleaners may remove stubborn marks they are not recommended due to the likely damage to the coating on the glass.

Do not use squeegees, metal blades or scrapers as these may leave metal deposits on the coating.

2.0 Routine cleaning procedure

- Flood the glass surface with the spray-on cleaning solution or with a cloth saturated with the cleaning solution. Be generous with the amount of solution applied.
- Scrub the wetted surface with a clean, lint free towel or cloth.
- Wipe dry with a dry, clean, lint free towel or cloth.
- Do not use a squeegee on the Low E coated interior surface.
- To prevent streaking, stop wiping when the glass is almost dry and there is a uniform film of moisture left on the glass surface.

3.0 Spot cleaning

- Occasionally spot cleaning may be required to remove oil or paint.
- Acetone (available from a hardware store) should be applied with a clean cloth.
- This should be followed by the above routine cleaning procedure.

Lockwood Guaranteed/Australian Consumer Law Guarantees/Warranty



LOCKWOOD GUARANTEED

By purchasing an ASSA ABLOY Australia Pty. Limited ("ASSA ABLOY") Lockwood branded product, you can be confident that the product has been designed and manufactured to the high standards of quality and reliability for which Lockwood branded products are renowned.

AUSTRALIAN CONSUMER LAW GUARANTEES

ASSA ABLOY guarantees all of its Lockwood branded products in accordance with the Australian Consumer Law.

WARRANTY

1. Warranty - ASSA ABLOY also warrants that each of its Lockwood branded products will be free of defects in material and workmanship including mechanical parts) for a period of 25 years from the date of purchase of the product with which this document is given, subject to the limitations and exclusions set out below ("Warranty").

2. Limitations - Unless other expressly provided for in writing and subject to the exclusions set out in this Warranty:(a)

Electrical and Electronic Components - Electrical and electronic components used in ASSA ABLOY's Lockwood branded products (excluding batteries) are warranted will be free of defects in material and workmanship for a period of 12 months from the date of purchase. Batteries are not covered by the Warranty.

(b) Keys - Keys used in ASSA ABLOY's Lockwood branded products are warranted will be free of defects in material and workmanship for a period of 12 months from the date of purchase.

(c) Finish

Everbrass Finish- ASSA ABLOY's Lockwood branded Everbrass finished products are coated both on the exterior and interior with an anti-tarnish finish, which is warranted to be free of defects in material and workmanship against corrosion, tarnishing and discolouration for a period of 25 years from the date of purchase of the product. **Symmetry Range** - ASSA ABLOY'S Lockwood branded Symmetry range of products are warranted for their finish, which will be free of defects in material and workmanship against corrosion, tarnishing and discolouration for a period of 5 years from the date of purchase of the product. The Warranty does not apply to other finishes of Lockwood branded products nor to cosmetic or appearance damage.

(d) Stainless Steel - Stainless Steel is not stain free but stains less, compared to ordinary carbon steel. Tea staining is a natural process that may happen to stainless steel products if not cleaned regularly and pursuant to ASSA ABLOY instructions. The Warranty therefore does not cover tea staining of Stainless Steel products.

3. Claiming on the Warranty

(a)

(i) If you purchased a Lockwood branded product from a retailer or other reseller (as opposed to direct from ASSA ABLOY) and wish to claim on the Warranty to the retailer or other reseller, you must, at your own expense: (A) return the product securely packed to protect against damage to the product; and (B) provide details of:

(I) the claim on the Warranty;

(II) proof of original purchase; and

(III) your name, address, email address (if you have one) and telephone number; to the retailer or other reseller from whom you originally purchased the product, within the respective warranty period referred to above.

(ii)

(A) If you purchased a Lockwood branded product direct from ASSA ABLOY or otherwise wish to claim on the Warranty direct to ASSA ABLOY, you must, at your own expense:

I. First contact the ASSA ABLOY Customer Service Department at the contact details below to:



ASSA ABLOY

lockweb.com.au
1300 LOCK UP (1300 562 587)

ASSA ABLOY, the global leader
in door opening solutions

Lockwood Guaranteed/Australian Consumer Law Guarantees/Warranty

(a) provide ASSA ABLOY with details of the claim on the Warranty;

(b) organise to provide ASSA ABLOY with proof of original purchase; and

(c) obtain a Case Number

II. securely pack the product to protect against damage to the product;

III. include a copy of the original proof of purchase in the packaging;

IV. clearly mark the Case Number on the outside of the packaging; and then return the product direct to ASSA ABLOY at the address below, within the respective warranty period referred to above.

(B) Products returned direct to ASSA ABLOY without a Case Number may not be accepted by ASSA ABLOY.

(C) The issue of a Case Number and acceptance of returned products by ASSA ABLOY's staff does not constitute acceptance by ASSA ABLOY of the claim on the Warranty.

(b) ASSA ABLOY will (or authorise the retailer or other reseller from whom you originally purchased the product to) assess any claim you may make on the Warranty and if, in ASSA ABLOY's reasonable opinion, the Warranty applies, ASSA ABLOY will at its own option and cost (or authorise the retailer or other reseller from whom you originally purchased WARRANTY the product to):

I. provide you with the same or (if the same product is no longer available) the closest similar ASSA ABLOY Lockwood branded product;

II. repair the product and return it to you; or

III. refund the price you paid for the product.
This is the only obligation of ASSA ABLOY under the Warranty. ASSA ABLOY will bear its own expenses of doing those things, and you must bear any other expenses of claiming on the Warranty.

(c) If products are returned to ASSA ABLOY for which, in ASSA ABLOY's reasonable opinion, the Warranty does not apply, the products will be returned to you freight collect.

4. Exclusions

The Warranty does not apply to:

(a) ASSA ABLOY's Lockwood branded products which have been improperly installed or fitted or for which the ASSA ABLOY's installation and fitting instructions have not been followed;

(b) ASSA ABLOY's Lockwood branded products which have not been properly maintained in accordance with ASSA ABLOY's care and maintenance recommendations; (ASSA ABLOY's care and maintenance recommendations can be found at www.lockweb.com.au);

(c) ASSA ABLOY's Lockwood branded products with which batteries other than those specified by ASSA ABLOY have been used;

(d) ASSA ABLOY's Lockwood branded products which have been used in a way or manner not within the scope and limitations of the technical and other specifications for the products published from time to time by ASSA ABLOY;

(e) ASSA ABLOY's Lockwood branded products which are made using components or specifications provided or requested by someone other than ASSA ABLOY;

(f) fair wear and tear;

(g) ASSA ABLOY's Lockwood branded products which have been modified or repaired without the written authorisation of ASSA ABLOY;

(h) ASSA ABLOY's Lockwood branded products with which substitute or replacement parts or cylinders, other than genuine ASSA ABLOY parts or cylinders, have been used;

(i) ASSA ABLOY's Lockwood branded products which have been subject to accident, abuse, misuse, neglect or damage;

(j) defects or deterioration caused to ASSA ABLOY's Lockwood branded products from being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity;

(k) ASSA ABLOY's Lockwood branded products which are not new when purchased by the original purchaser;

(l) anyone other than original purchasers of new ASSA ABLOY's Lockwood branded products;

(m) ASSA ABLOY's Lockwood branded products which are sold by ASSA ABLOY or a retailer of other reseller of ASSA ABLOY as "B" class or seconds;

(n) ASSA ABLOY's Lockwood branded products which were not originally sold in Australia by ASSA ABLOY;

(o) ASSA ABLOY's Lockwood branded products which have had any of the brands, marks, patented plates, numbers or other information of ASSA ABLOY on the products defaced or removed;



ASSA ABLOY

Lockwood Guaranteed/Australian Consumer Law Guarantees/Warranty

- (p) the removal, refitment or replacement of ASSA ABLOY's Lockwood branded products or associated charges; or
- (q) personal injury, property damage, consequential or economic loss, howsoever caused.

5. Australian Consumer Law Requirements

The Australian Consumer Law also requires ASSA ABLOY to state in relation to the Warranty that:

- (a) ASSA ABLOY gives the Warranty and the name, address, telephone number and email address of ASSA ABLOY are:

ASSA ABLOY Australia Pty. Ltd. ,
235 Huntingdale Road, Oakleigh, Victoria 3166.
ACN 086 451 907
1300warranty@assaabloy.com,
tel: 1300WARRANTY

- (b) The Warranty is in addition to other rights and remedies you may have under a law in relation to the goods to which the Warranty relates.

- (c) 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 for 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.



ASSA ABLOY

lockweb.com.au
1300 LOCK UP (1300 562 587)

ASSA ABLOY, the global leader
in door opening solutions

**MAMMOTH SPECIAL BEARINGS WARRANTY
FOR AUSTRALIAN WINDOW & DOOR MANUFACTURERS
& AUTHORIZED DISTRIBUTORS TO THE AUSTRALIAN WINDOW & DOOR MARKET.**

All Mammoth Special Bearings products are warranted against defects in materials and workmanship for the life of the product¹.

Mammoth Special Bearings warranty is expressly limited to our direct customers, and may not be assigned or transferred.

This warranty does not cover normal wear or discoloration on finishes, or any product which has been improperly installed, abused, misused, worn out, altered, used for a purpose other than that for which it was intended, or in a manner inconsistent with any instructions regarding its use, nor does it cover corrosion related damage, except where corrosion resistant materials are specified.

THIS WARRANTY IS EXCLUSIVE.

MAMMOTH SPECIAL BEARINGS MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS MANUFACTURED AND SOLD BY IT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. No agent, employee or representative of Mammoth Special Bearings has any authority to bind Mammoth Special Bearings to any affirmation, representation, or warranty concerning Mammoth Special Bearings products or parts, except stated herein.

If any product manufactured by Mammoth Special Bearings is found to be defective by Mammoth Special Bearings, in its sole judgment, Mammoth Special Bearings will, at its option, either repair or replace such defective product. Mammoth Special Bearings liability is limited only to the replacement value of the hardware. THIS REMEDY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE FOR ANY DEFECTS IN THE PRODUCTS MANUFACTURED AND SOLD BY MAMMOTH SPECIAL BEARINGS OR FOR DAMAGES RESULTING FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, MAMMOTH SPECIAL BEARINGS NEGLIGENCE. MAMMOTH SPECIAL BEARINGS SHALL NOT IN ANY EVENT BE LIABLE TO ANY BUYER FOR CONSEQUENTIAL, OR INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR THE LABOR WHICH MAY BE REQUIRED FOR THE REPLACEMENT OF SAID PRODUCT, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR FOR ANY OTHER REASON.

The purpose of this exclusive remedy shall be to provide the customer, or Mammoth Special Bearings Authorized Distributor, with replacement of products, or parts, manufactured by Mammoth Special Bearings found to be defective in materials or workmanship, or negligently manufactured. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Mammoth Special Bearings is willing and able to repair or replace said defective products or parts in the prescribed manner.

¹Industry related testing has defined the typical lifetime of fenestration hardware to be 10 years

MAMMOTH SPECIAL BEARINGS TERMS AND CONDITIONS OF SALE

TERMS

Nett 30 days from EOM on all purchases excluding tooling. Tooling invoice terms are 7 days from approval of samples.

FREIGHT

F.O.B. Factory unless otherwise stated.

F.I.S to all Major regional and capital cities for all orders over \$2000.00

CONDITIONS

Initial orders, and all subsequent orders placed before credit is established with Mammoth Special Bearings, will be on a cash-in-advance or C.O.D basis. Cash-in-advance orders will be entered by Mammoth Special Bearings upon the receipt of the order and payment. Pricing is determined at time of shipment

RETURNED GOODS

Authorisation from our Sales Department is required in advance for all goods to be returned to Mammoth Special Bearings. Authorisation will be granted in all cases of defective product or incorrect shipments due to an error on Mammoth Special Bearings part.

Freight on all return goods must be prepaid to our warehouse and returns must be received within 30 days of date of authorization.



Whitco

WHITCO WARRANTY | Australian Consumer Law Guarantees

AUSTRALIAN CONSUMER LAW GUARANTEES

ASSA ABLOY Australia Pty. Limited ACN 086 451 907 ("ASSA ABLOY") guarantees all of its WHITCO branded products in accordance with the Australian Consumer Law.

WHITCO WARRANTY

1. **Warranty** - ASSA ABLOY also warrants that each of its WHITCO branded products with which this document is given will be free of defects in material and workmanship including mechanical parts) for a period of 10 years from the date of purchase of the product, subject to the limitations and exclusions set out below ("Warranty").
2. **Limitations** - Unless otherwise expressly provided for in writing and subject to the exclusions set out in this Warranty:
 - a. **Pneumatic Door Closers**
All window screen and door screen pneumatic closers are warranted will be free of defects in material and workmanship for a period of 12 months from the date of purchase.
 - b. **Keys**
Keys used in ASSA ABLOY's WHITCO branded products are warranted will be free of defects in material and workmanship for a period of 12 months from the date of purchase.
 - c. **Finish**
The Warranty does not apply to the finishes of WHITCO branded products nor to cosmetic or appearance damage.
 - d. **Stainless Steel**
Stainless Steel is not stain free but stains less, compared to ordinary carbon steel. Tea staining is a natural process that may happen to stainless steel products if not cleaned regularly and pursuant to ASSA ABLOY instructions. The Warranty therefore does not cover tea staining of Stainless Steel products.

3. Claiming on the Warranty

(a)

- i. If you purchased a WHITCO branded product from a retailer or other reseller (as opposed to direct from ASSA ABLOY) and wish to claim on the Warranty to the retailer or other reseller, you must, at your own expense:
 - a. return the product securely packed to protect against damage to the product; and
 - b. provide details of:
 - i. the claim on the Warranty;
 - ii. proof of original purchase; and
 - iii. your name, address, email address (if you have one) and telephone number;

to the retailer or other reseller from whom you originally purchased the product, within the respective warranty period referred to above.

- i. (A) If you purchased a WHITCO branded product direct from ASSA ABLOY or otherwise wish to claim on the Warranty direct to ASSA ABLOY, you must, at your own expense:
 - i. first contact the ASSA ABLOY Customer Service Department at the contact details below to:
 - a. provide ASSA ABLOY with details of the claim on the Warranty;
 - b. organise to provide ASSA ABLOY with proof of original purchase; and
 - c. obtain a Case Number
 - ii. securely pack the product to protect against damage to the product;
 - iii. include a copy of the original proof of purchase in the packaging;
 - iv. clearly mark the Case Number on the outside of the packaging; and then return the product direct to ASSA ABLOY at the address below, within the respective warranty period referred to above.

(B) Products returned direct to ASSA ABLOY without a Case Number may not be accepted by ASSA ABLOY.

(C) The issue of a Case Number and acceptance of returned products by ASSA ABLOY's staff does not constitute acceptance by ASSA ABLOY of the claim on the Warranty.

(b)

ASSA ABLOY will (or authorise the retailer or other reseller from whom you originally purchased the product to) assess any claim you may make on the Warranty and if, in ASSA ABLOY's reasonable opinion, the Warranty applies, ASSA ABLOY will at its own option and cost (or authorise the retailer or other reseller from whom you originally purchased WARRANTY the product to):

- i. provide you with the same or (if the same product is no longer available) the closest similar ASSA ABLOY WHITCO branded product;

- ii. repair the product and return it to you; or
- iii. refund the price you paid for the product.

This is the only obligation of ASSA ABLOY under the Warranty. ASSA ABLOY will bear its own expenses of doing those things, and you must bear any other expenses of claiming on the Warranty.

(c)

If products are returned to ASSA ABLOY for which, in ASSA ABLOY's reasonable opinion, the Warranty does not apply, the products will be returned to you freight collect.

4. Exclusions

The Warranty does not apply to:

- a. ASSA ABLOY's WHITCO branded products which have been improperly installed or fitted or for which the ASSA ABLOY's installation and fitting instructions have not been followed;
- b. ASSA ABLOY's WHITCO branded products which have not been properly maintained in accordance with ASSA ABLOY's care and maintenance recommendations; (ASSA ABLOY's care and maintenance recommendations can be found at www.assaabloy.com.au);
- c. ASSA ABLOY's WHITCO branded products which have been used in a way or manner not within the scope and limitations of the technical and other specifications for the products published from time to time by ASSA ABLOY;
- d. ASSA ABLOY's WHITCO branded products which are made using components or specifications provided or requested by someone other than ASSA ABLOY;
- e. fair wear and tear;
- f. ASSA ABLOY's WHITCO branded products which have been modified or repaired without the written authorisation of ASSA ABLOY;
- g. ASSA ABLOY's WHITCO branded products with which substitute or replacement parts or cylinders, other than genuine ASSA ABLOY parts or cylinders, have been used;
- h. ASSA ABLOY's WHITCO branded products which have been subject to accident, abuse, misuse, neglect or damage;
- i. defects or deterioration caused to ASSA ABLOY's WHITCO branded products from being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity;
- j. ASSA ABLOY's WHITCO branded products which are not new when purchased by the original purchaser;
- k. anyone other than original purchasers of new ASSA ABLOY's WHITCO branded products;
- l. ASSA ABLOY's WHITCO branded products which are sold by ASSA ABLOY or a retailer of other reseller of ASSA ABLOY as "B" class or seconds;
- m. ASSA ABLOY's WHITCO branded products which were not originally sold in Australia by ASSA ABLOY;
- n. ASSA ABLOY's WHITCO branded products which have had any of the brands, marks, patented plates, numbers or other information of ASSA ABLOY on the products defaced or removed;
- o. the removal, refitment or replacement of ASSA ABLOY's WHITCO branded products or associated charges; or
- p. Personal injury, property damage, direct, indirect, special or consequential loss or damage, howsoever caused.

5. Australian Consumer Law Requirements

The Australian Consumer Law also requires ASSA ABLOY to state in relation to the Warranty that:

- a. ASSA ABLOY gives the Warranty and the name, address, telephone number and email address of ASSA ABLOY are:

ASSA ABLOY Australia Pty. Ltd.
ACN 086 451 907
235 Huntingdale Road, Oakleigh, Victoria 3166
1300warranty@assaabloy.com
Tel: 1300WARRANTY

- b. The Warranty is in addition to other rights and remedies you may have under a law in relation to the goods to which the Warranty relates.
- c. 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 for 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.

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