

PRODUCT WARRANTY

Ezzy Fit Composite Retaining Wall Sleepers



EZZY FIT
COMPOSITE RETAINING WALL & FENCING SUPPLIES

2023 Ezzy Fit PTY LTD

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1.1 Statutory Warranty

This Warranty is provided in addition to other rights and remedies available under the Australian Consumer Law. As a Consumer, you are entitled to certain guarantees that cannot be excluded. These guarantees include 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 they fail to be of acceptable quality and the failure does not amount to a major failure.

1.2 Warranty Period and Details

A) This Warranty covers the Product only and does not include the workmanship or design of the retaining wall installed by the Customer's retaining wall builder.

B) The Manufacturer warrants that the Product will have a life of 35 years when installed for a Lawfully Constructed Retaining Wall by a licensed retaining wall builder, following the Manufacturer's installation guidelines. A Lawfully Constructed Retaining Wall refers to a retaining wall built in accordance with all applicable regulatory, engineering, and council requirements.

C) The Manufacturer warrants that the Product is engineered for use in, and fit for the purpose of, the installation of a Lawfully Constructed Retaining Wall.

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1.2 Conditions of Warranty

The Warranty is subject to the following conditions:

A) The Warranty applies only to the Product in its original size, shape, and form. Any modifications made to the Product without the Manufacturer's supervision will void this Warranty, unless a Certificate of Warranty Compliance is provided by the Manufacturer or its agent.

B) The Customer must inspect the Product upon delivery and acknowledge that it is undamaged and free of visible defects. Failure to report any damage within seven (7) days of delivery will waive the Customer's rights under this Warranty.

C) The Product must be used for the installation of a Lawfully Constructed Retaining Wall and not for any other unintended purpose.

D) The Product must be installed and maintained according to the Manufacturer's recommendations and Technical Information Guide, available on the Manufacturer's website.

E) The Product must be installed by a licensed retaining wall builder and maintained according to the Manufacturer's Technical Information Guide.

F) The Product must not be exposed to any chemicals or physical stressors that are deemed unsuitable for the Product, as specified in the Technical Information Guide.

1.3 Reporting and Verification

A) The Manufacturer has the right to verify that the Product defect or failure falls within the scope of this Warranty and that all conditions have been met.

B) Any Product failure must be reported promptly to the Manufacturer. Failure to notify the Manufacturer within seven (7) days will waive the Customer's rights under this Warranty.

C) The Customer may be required to provide documentation supporting their claim. The Manufacturer may also require an examination of the Product to determine the cause of failure. Products should not be returned without the Manufacturer's agreement, and any costs associated with claiming under this Warranty will be borne by the Customer.

D) For warranty claims or inquiries, please contact the Manufacturer via the provided contact information.

1.4 Remedies

A) The Manufacturer may choose to replace the Product or refund a prorated portion of the original invoice value based on the Product's useful life.

B) The Customer is responsible for the removal of defective Product and installation of replacement Product. The Manufacturer is not liable for any labor or transport costs, unless statutory liability under the Australian Consumer Law applies.

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C) The remedies mentioned in this section are the exclusive remedies available under this Warranty. The Manufacturer is not liable for any consequential damages, except where statutory liability applies.

D) The Manufacturer reserves the right to withhold further services until full payment has been made by the Customer.

1.5 Exclusions

A) This Warranty does not cover any warranties, guarantees, or remedies other than those expressly stated, and any implied warranties and guarantees are excluded.

B) The Manufacturer excludes liability for any loss or damage, including consequential loss, unless the Product is intended for personal, domestic, or household use.

C) The Manufacturer's liability is subject to the extent permitted by law.

1.6 Warranty of Replacement Product

A) This Warranty does not cover any warranties, guarantees, or remedies other than those expressly stated, and any implied warranties and guarantees are excluded.

B) The Manufacturer excludes liability for any loss or damage, including consequential loss, unless the Product is intended for personal, domestic, or household use.

C) The Manufacturer's liability is subject to the extent permitted by law.

1.7 Governing Law

This Warranty is governed by the laws of Australia.

Reference Schedule – Definitions

Please refer to the Definitions section for clarification of terms used in this Warranty.

1.8 Colour fading

Ezzy Fit acknowledges that, over time, virtually any object is subject to some degree of colour fading. Therefore, we are unable to provide any warranty or guarantee against colour fading on our sleepers and materials. This is because there are factors outside of the manufacturer's control – such as prevailing climate and weather conditions.

