

PRODUCT WARRANTY

Ezzy Fit Composite Retaining Wall Sleepers and Fencing



EZZY FIT
COMPOSITE RETAINING WALL & FENCING SUPPLIES

2024 Ezzy Fit PTY LTD

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This Lifetime Warranty ("Warranty") applies to all Ezzy Fit composite materials ("Materials") purchased from Ezzy Fit Pty Ltd (Company). The Warranty is provided to the original purchaser ("Customer") and is non-transferable. The validity of the warranty depends on the submission of either a professional license or a recommended installer endorsement from Ezzy Fit, accompanied by a recommended installers certificate issued by Ezzy Fit.

1. Warranty Coverage

Ezzy Fit warrants that the Materials shall be free from defects in materials and workmanship for the lifetime of the Materials. This Warranty covers any defects that arise under normal use and proper maintenance of the Materials, provided that the Materials are professionally installed by a licensed contractor or recommended installer.

2. Proof of Professional License or Recommended installer

Customer must provide proof of professional license or recommended installer of the Materials, such as a receipt or certificate from a licensed contractor or recommendation from the Company. The Company reserves the right to request additional documentation or verification of the professional license or recommended installer.

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3. Warranty Claims

In the event of a defect covered by this Warranty, Customer must notify the Company within a reasonable time period. Customer shall provide proof of purchase, proof of professional license or recommended installer, and any necessary documentation to support the claim. The Company reserves the right to inspect and assess the claimed defect to determine if it is covered under this Warranty.

4. Warranty Remedies

If the defect is determined to be covered under this Warranty, the Company, at its sole discretion, will either repair or replace the defective Materials. The Company may use new or refurbished materials or components for such repairs or replacements. This Warranty does not cover any costs associated with transportation, installation, or removal of the defective Materials, including labor costs.

5. Exclusions and Limitations

This Warranty does not cover:

A. Fading or color change of the Materials over time, as this is a natural occurrence and can be influenced by various factors such as exposure to sunlight, weather conditions, and maintenance practices.

B. Damage or defects resulting from improper installation or handling of the Materials, except if installed by a licensed contractor or recommended by the Company.

C. Misuse, abuse, or neglect of the Materials.

D. Normal wear and tear.

E. Accidental damage or force majeure events.

F. Modifications or alterations to the Materials without prior written consent from the Company.

6. Disclaimer of Other Warranties

Except for this Warranty, the Company makes no other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

7. Limitation of Liability

In no event shall the Company be liable for any indirect, incidental, special, or consequential damages arising from the use of the Materials, including but not limited to loss of profits, loss of business opportunities, or any other economic losses.

8. Governing Law and Jurisdiction in the states of Queensland Australia

This Warranty shall be governed by and construed in accordance with the laws of the jurisdiction where the Materials were purchased. Any disputes arising under this Warranty shall be subject to the exclusive jurisdiction of the courts located in that jurisdiction.

