

Summit Fencing warrants that products supplied and/or installed by them shall be free from manufactures defects subject to the conditions set out in this warranty document.

WARRANTY

1. PARTIES TO WARRANTY AND NOVATION

- a. This warranty is between Amrod Pty Ltd T/As Summit Fencing – ABN 89 126 822 286 (Warrantor) and the party named at item 1 of the schedule (Warrantee).
- b. This warranty shall not be novated without the express written permission of the warrantor.

2. SCOPE OF WARRANTY

- a. Notwithstanding any exclusions named in item 4 of schedule 1 this warranty is limited to goods and services supplied by and on behalf of the Warrantor at the site named at item 2 of schedule 1 (The Site) and as described in the quote named at item 3 of schedule 1 and or any other such documents as would constitute the contract between the parties (The Works).
- b. Notwithstanding there being no warrantee named in schedule 1, this warranty shall become part of any contract where this document has been named on any quote, offer or other contract document issued by the Warrantor. In this case the offeree name on such document shall become the Warrantee for the purpose of this warranty.
- c. This warranty shall be effective for 12 months from the date of the installation of the works or any part thereof to which this warranty applies; or where a manufacturer of any part of the works provides a different warranty period then that warranty period shall apply to the extent or limitations of that warranty.

3. TERMS AND CONDITIONS OF WARRANTY

This warranty is subject to the following terms and conditions:

- a. Should any inconsistency arise through the interpretation of this warranty and any other term, condition, representation or agreement made between the parties, this warranty shall in no way limit the application of such and the Warrantor shall decide on the correct interpretation at their sole discretion.
- b. This warranty shall in no way restrict or modify the application of any applicable statutes insofar as they render this warranty ineffective, however the remainder of the this warranty shall remain enforceable.
- c. The total liability of the Warrantor and the sole exclusive remedy of the Warrantee for any issue relating to The Works, is limited at the sole discretion of the Warrantor to the replacement of products, the supply of equivalent products, the repair of such products, the payment of the cost of replacing the products or acquiring equivalent products or the payment of having such products repaired.
- d. Warranty does not cover colour fading that may occur over a period of time, or colour tainting by sunscreen, faeces or other substances;

- e. This Warranty is void and the Warrantee will forever indemnify the Warrantor if:

- I. Any amounts payable by the Warrantee to the Warrantor have not been made pursuant to the terms of contract or in accordance with the *Building And Construction Industry Security of Payment Act 1999*;
 - II. Any other contractual obligation of the Warrantee has not been met;
 - III. To the extent of any defect claimed, any part of The Works has been modified or interfered with by any person other than an employee or agent of the Warrantor or without the prior written permission of the Warrantor;
 - IV. Any structure is attached to any part of The Works without the prior written permission of the Warrantor;
 - V. Any material is attached to The Works including but not limited to hording, shade cloth, banners or signage unless otherwise agreed in writing by the Warrantor;
 - VI. Damaged is caused to The Works by a person other than an employee or agent of the Warrantor or by, natural occurrence, *force majeure*, or any other cause beyond the control of the Warrantor;
 - VII. The Works have been contacted by fertilizers, solvents, acids, or any other substance which would damage the integrity of the coatings or any part of the works;
 - VIII. Where maintenance has not been carried out as described and at recommended intervals prescribed in schedule 2. The cost of such maintenance shall be borne by the warrantee. The Warrantee is solely responsible for the arranging of such maintenance.
- f. Where the Warrantee or there agents have specified any part of The Works including materials to be used or method of installation, the warrantor is relieved of the any responsibility for the suitability or durability the works to the extent of such specifications.
 - g. Where the warrantee or there agents have not specified any part of The Works or materials to be used or method of installation, the warrantor has generally used materials suitable for the type of works. The warrantor has not taken into consideration the specific uses of the works and/or any environment of the Site which may affect the quality or durability of the works. This warranty shall be void to the extent that Site specific conditions have affected the works.
 - h. No warranty is given where The Site is within 2 km's of salt water or The Works are within splash distance of a salt or chlorine pool, unless a specific warranty is obtained from the applicator of any finish incorporated into The Works.

SCHEDULE 1 WARRANTY DETAILS		
Item 1	Warrantee	Company Name: Trading Name: Registered address: ABN: Ph: Contact Name:
Item 2	The Site	Site Name: Site Address:
Item 3	Quote number	
Item 4	Items or parts of the works not covered by this warranty	

SCHEDULE 2 MAINTENANCE				
ITEM	DESCRIPTION OF MAINTENANCE	MAINTENANCE PERSON	MAINTENANCE PERIOD	
All products including fencing, guard rail, screens, handrails, etc.	Cleaning of dirt and other foreign material from fence.	Competent person	4 months or as required.	
	Cleaning of acidic substances such as chemicals, animal faeces and fertilizers	Competent person	Immediately when contacted.	
Gates with two part interlocking hinges	Not required	N/A	N/A	
Gates with butt hinge or broad butt hinges	Apply grease to hinges. Oscillate gate to ensure oil penetrates into hinge.	Competent person	Every 6 months	
Gates with roller bearing hinges	Remove gates from hinges. Liberally apply grease to hinges. Reinstall gate ensuring it is level.	Competent person	Every 6 months	
Sliding gates	Apply grease to rollers	Competent person	Every 6 months	
Gate motors	Full service	Summit Fencing approved technician	CYCLES PER 24HRS	PERIOD
			0-20	12 Months
			20-50	6 Months
			50-100	4 Months
			100-150	2 Months
150 +	1 Month			
Chain drives	Apply grease or engine oil to entire length of chain and around drive cogs.	Competent person	Every 3 months regardless of usage.	