



PRODUCT WARRANTY

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ABN 16 650 699 675

Table of Contents

Table of Contents	2
1. Standard Warranty	3
1.1 Statutory Warranty	3
1.2 Warranty Period and Details.....	3
1.3 Conditions of Warranty.....	3
1.4 Reporting and Verification.....	4
1.5 Remedies.....	5
1.6 Exclusions.....	6
1.7 Warranty of Replacement Product.....	7
1.8 Governing Law	8
2. Reference Schedule – Definitions	9

1. Standard Warranty

1.1 Statutory Warranty

This Warranty is provided in addition to other rights and remedies available in respect of the acquisition of products by a "Consumer" (as defined in the *Competition and Consumer Act 2010* (Cth)). The following applies in respect of Australian sales to a "Consumer": 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.**

1.2 Warranty Period and Details

- a) This Warranty is a Product Warranty only and is not a warranty on 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 in the natural elements of 35 years from the date that the Product is installed for the Customer's Lawfully Constructed Retaining Wall by a licensed retaining wall builder in accordance with the Manufacturer's installation guidelines. For the purpose of this Warranty, "**Lawfully Constructed Retaining Wall**" means a retaining wall constructed 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.

1.3 Conditions of Warranty

The Warranty is subject to the following conditions:

- a) The Warranty applies only to the Product in the size, shape, and form supplied by the Manufacturer to the Customer. Any product that undergoes subsequent cutting, sanding, edge working, processing, or further alteration ('Modifications') shall be excluded from this Warranty, unless such Modifications are under the express supervision of the Manufacturer (or an inspection agent of the Manufacturer's nomination) and a written Certificate of Warranty Compliance is provided to the Customer by the Manufacturer or its agent after such work is performed.
- b) The Customer acknowledges that it had the opportunity to visually inspect the Product at the time of delivery, and acknowledges that it was undamaged and free of visible defects. The Customer's acceptance of delivery of the Product shall be considered acknowledgements for the purpose of this clause 1.3(b).
- c) The Product is used for the installation of a Lawfully Constructed Retaining Wall, rather than for any other unintended purpose.
- d) The installation of the Product is entirely in accordance with the Manufacturer's recommendations in accordance with the Manufacturer's Technical Information Guide as current at the time of ordering and updated on the Manufacturer's website from time to time.
- e) the Product was installed by a licensed retaining wall builder and maintained in accordance with the Manufacturer's Technical Information Guide as current at the time of ordering and updated on the Manufacturer's website from time to time.
- f) After delivery, the Product is not exposed to any chemicals or physical stressors referred to in the Technical Information Guide as being not suitable for the Product.

This Warranty does not apply where the Product has been used in any manner not in accordance with the Conditions of this Warranty or the Manufacturer's instructions.

1.4 Reporting and Verification

- a) The Manufacturer has the right to establish to its satisfaction that the Product defect or failure is within the scope of this Warranty and that all of the above Conditions have been met.

- b) Any failure of the Product shall be reported immediately to the Manufacturer. If failure of the Product is not notified to the Manufacturer within seven (7) days of failure, the Customer shall be deemed to have waived all rights under the Warranty.
- c) The Customer must provide documentation supporting its claim if reasonably required by the Manufacturer. The Customer must do all things which the Manufacturer reasonably requires to be done to assess if the Conditions of Warranty have been complied with by the Customer and to determine the cause of failure. The Manufacturer may require the Product to be examined in situ to determine the cause of failure. Products must not be returned without the prior agreement of the Manufacturer. All costs and expenses of claiming in respect of this Warranty (including the costs of returning the Product to the Manufacturer for analysis and examination) will be borne by the Customer. In the event that the Customer fails to comply with the obligations under this paragraph, the Customer shall be deemed to have waived all rights under this Warranty.
- d) For warranty claims or enquiries, please contact the Manufacturer via the following contact information:

By email: info@supersleepers.com.au

By phone: 07 3074 9476

By mail: 55 Undara Avenue, Buddina QLD 4575

1.5 Remedies

- a) The Manufacturer, in its discretion, may elect either to replace the Product or refund all or a prorated portion of the original invoice value based on the useful life of the Product.
- b) The Customer agrees to assume all financial responsibility for removal of defective Product and installation of replacement Product. The Manufacturer is not liable for any labour or transport costs associated with removal of defective, or installation of replacement Product, except where statutory liability for the Manufacturer arises under the Australian Consumer Law or similar legislation.
- c) The remedies under section 1.5 are the exclusive remedies available under this Warranty. The Manufacture is not liable for injury to

persons, loss of income, profit or business, or any consequential, liquidated, exemplary or other damages, that might result from any product failure of the Product, except where statutory liability for the Manufacturer arises under the Australian Consumer Law or similar legislation.

- d) The Manufacturer is not obligated to honour any part of the above Warranty or provide further service until full payment for the Product, as ordered, has been paid by the Customer.

1.6 Exclusions

- a) Other than as expressly set out in this Warranty, and the warranties that cannot be excluded under the Australian Consumer Law (and any other law), the Manufacturer excludes all other warranties, guarantees and remedies with regard to the Products including all implied warranties and guarantees.
- b) In addition, to the extent that it is able to do so, the Manufacturer excludes all liability for loss and damage (including consequential loss) where the Product is a good or service other than of a kind ordinarily acquired for personal, domestic or household use or consumption.
- c) Despite anything else in this Warranty, to the extent permitted by law under no circumstances will the Manufacturer be liable to a Customer, nor can a Customer make a claim against the Manufacturer for breach of this Warranty, if any part of the Product is defective or damaged due to or a result of:
- (i) any act or omission of the Customer or any third party including but not limited to misuse, tampering or abnormal use by the Customer or third party, or as a result of negligence or misconduct of the Customer or third party (including any personal injury or physical damage to any property as the result of the customer or third party's misuse of the Product or negligence);
 - (ii) any damage sustained during transport, handling and storage of the Product;
 - (iii) any modification to the Product by the Customer or third party that has not been approved beforehand by the Manufacturer;

- (iv) normal wear and tear;
 - (v) failure to maintain the Product in accordance with the guidelines provided by the Manufacturer or failure to regularly remove debris and/or allow free drainage of water, from the vicinity of the Product;
 - (vi) installation of the Product other than by a licensed professional;
 - (vii) installation of the Product other than in accordance with all applicable laws or the Manufacturer installation guidelines;
 - (viii) installation of the Product other than for use in a Lawfully Constructed Retaining Wall;
 - (ix) extreme conditions including but not limited to ingress of higher than normal levels of salts, sandstorms, repeated sub-zero temperatures and severe coastal or marine environments;
 - (x) any damage from chemical agents, fumes, liquids or solids other than direct rain or runoff;
 - (xi) earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similar "acts of God", where such events would constitute a physical stressor beyond the capability of the Product to withstand, in accordance with the manufacturing standards the Product is designed to comply with as detailed in the Technical Information Guide.
- d) This Warranty does not cover nor extend to: (i) normal weathering, including (but not limited to) a natural change in texture and/or colour of the Product; (ii) any change to the aesthetic condition or appearance of the Product wholly or partly due to water ingress to and/or egress of salt from, the Product; or (iii) to any further change to the aesthetic condition or appearance of the Product after they are supplied to the Customer which includes cutting the Product and/or other alterations made to the Product.

1.7 Warranty of Replacement Product

Any replacement Product supplied pursuant to this Warranty shall be warranted only until the expiration of the Warranty period for the original Product.

1.8 Governing Law

This Warranty shall be governed and interpreted according to the laws applying in the State of Queensland, and, where applicable, the Commonwealth of Australia.

2. Reference Schedule – Definitions

All terms within this Warranty are to have the meaning given to them in this Reference Schedule, unless the context in which they are used indicates otherwise.

Term	Definition
Manufacturer	Supersleeper Pty Ltd ACN 650 699 675
Customer	The purchaser, whether a natural person or corporation, of the Product, whether through the Manufacturer directly or an intermediary such as a reseller or retailer.
Warranty	This document in its entirety; no other document provided by the Manufacturer is to be considered part of this Warranty unless expressly provided by this Warranty.
Product	The composite retaining wall sleepers supplied directly or indirectly by the Manufacturer and all accessories supplied directly or indirectly by the Manufacturer for the function of the composite retaining wall sleepers, except where such accessories are manufactured by a third-party.
Australian Consumer Law	Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth) as amended, and current at the time of the sale of the Product to the Customer.
Technical Information Guide	The technical information, installation and maintenance guidelines supplied by the Manufacturer together with the Product and this Warranty.