



WARRANTY STATEMENT

Under the Australian Consumer Law, Consumers who purchase goods and services are protected by Consumer Guarantees. If a Consumer Guarantee has been breached, Consumers are entitled to a refund or replacement for a 'major failure' and compensation for reasonably foreseeable loss or damage. Consumers are entitled to a repair or replacement for a breach of a Consumer Guarantee that does not amount to a 'major failure'.

Access Entry Pty Ltd provides the following warranties in relation to its Products and Services. The policy is offered in addition to all rights and remedies provided by State and Federal law, including the Australian Consumer Law (**Warranty Statement**). Nothing in this Warranty Statement has the effect of excluding, modifying or restricting any law applicable to the supply of goods and services that cannot be excluded, modified or restricted.

THE WARRANTY POLICY

1. The Company warrants that, subject to the Exclusions, Products and Services will be free from defects for the following periods of time (**Warranty Period**):
 - a. free from defects related to the materials - 2 years from the date of invoice; and
 - b. free from defects related to labour - 1 year from the date of invoice.
2. The Company can offer the Customer an extended parts warranty of up to five years, where the Customer enters into a service maintenance agreement which will commence within the first 12 months from date of invoice.
3. If a defect covered by the Warranty Statement arises during the applicable Warranty Period, the Company will do one of the following:
 - a. replace or repair the Product or the defective part of the Product; or
 - b. issue a refund of the price paid for the Product or the defective part of the Product; or
 - c. re-supply the Service or the defective part of the Service; or
 - d. issue a refund of the price paid for the Service or the defective part of the Service.
4. The Company reserves the right to replace parts of the Product that are defective with parts or components that have a similar quality, grade or composition.
5. All Products that have been returned under this Warranty Policy become the property of the Company.
6. Warranty work, including replacements, repairs, refunds or resupplies, will be conducted by the Company during normal business operating hours. (8:00am to 4:00pm Monday – Friday)
7. To the extent permitted by law and this Warranty Statement, the Company does not accept returns or exchanges unless they are in breach of the Warranty Statement or Consumer Guarantees.
8. The Company makes no other express warranties or representations other than those set out in this Warranty Statement.

MAKING A WARRANTY CLAIM

9. If a defect covered by the Warranty Statement occurs, the Customer must contact the Company within 14 days of becoming aware of the defect.
10. Any claim made under the Warranty Statement must be In Writing. The Customer must provide:
 - a. proof of purchase;
 - b. sufficient details of the alleged defect;
 - c. documentation evidence containing the date of supply, invoice number, purchaser name/address and any relevant maintenance records; and
 - d. any other information or evidence that the Company reasonably requests.
11. If a claim is made under the Warranty Statement, the Customer must allow the Company to inspect and/or test the Product or Service before the Customer attempts or takes steps to repair the Product or Service. If the Company finds no defect covered by the Warranty Statement, the Customer may be required to pay the cost

Access Entry Pty Ltd

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of any service work, inspection or testing that was undertaken.

EXCLUSIONS

12. The Customer accepts that the Company's Products require careful installation. The Customer or Consumer also acknowledges that they must take reasonable care when using the Products and ensure that they are regularly inspected and serviced.
13. The Warranty Statement does not apply to:
 - a. damage or defects caused by reasonable wear and tear;
 - b. damage or defects caused by misuse, abuse, neglect, or any other failure to adhere to the Company's selection and installation specifications, instructions or recommendations;
 - c. damage or defects to the Products that are caused by the labour or workmanship of a party other than the Company or its agents;
 - d. damage or defects to the structures in which the Products are installed caused by the labour or workmanship of a party other than the Company or its agents;
 - e. damage or defects which are within acceptable Industry variances;
 - f. damage caused by exposure to abnormal conditions, including but not limited to extreme weather, temperature, water, fire, humidity, pressure and stress;
 - g. damage or defects caused by circumstances beyond the Company's control;
 - h. Products that have been used for any purpose other than the purpose they were designed for;
 - i. Products that have been modified or built on by a party other than the Company or its agents;
 - j. replacement or repair works undertaken prior to approval from the Company of a Warranty Statement claim.

DEFINITIONS

14. In this Warranty Statement:

ACL means Australian Consumer Law, found in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and Regulations as amended.

Company means Access Entry Pty Ltd (ABN: 84 602 327 024).

Consumer is as it is defined under the ACL.

Customer means the person, legal entity, partnership, or trust (jointly and severally if more than one), requesting or acquiring Products and/or Services from the Company.

In writing means written correspondence in handwritten, printed, or electronic form.

Order means a purchase order or other order the Customer provides to the Company requesting the supply of Products and/or Services.

Products means all goods, equipment and other facilities manufactured by the Company and offered for sale.

Services means all maintenance, repairs, advice, design, procurement, installation, or other services supplied by the Company and offered for sale.

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