

## ALLSHELTER WARRANTY

1. Allshelter covers the replacement cost of the Allshelter Cover (“cover”) for a period of 10 years from the date of purchase, not including any freight or other costs.
2. The extent of this warranty lasts for 10 years, but shall diminish each year. During the first five years from the date of purchase, the warranty by Allshelter will diminish by 15% per year. For the first year from the date of purchase, the warranty by Allshelter will extend to 100% of the replacement costs of the cover; during the second year 85%; and so on till; during the fifth year 40%. During the following 5 years, the warranty will diminish by 5% per year. For the sixth year from the date of purchase, the warranty by Allshelter will extend to 25% of the replacement costs of the cover; during the seventh year 20%; and so on till; during the tenth year 5%.
3. After the expiration of 10 years, Allshelter is not liable under this warranty to cover any costs relating in any way whatsoever to damage, repair or replacement of the covers.
4. This warranty does not apply to defects or damage resulting from:
  - (a) improper installation and/or installation not in accordance with Allshelter’s instructions;
  - (b) improper or inadequate maintenance;
  - (c) unauthorised modification or alteration of the product;
  - (d) neglect, misuse or abuse of the product;
  - (e) exposure to corrosive elements or incompatible products;
  - (f) wear and tear caused by multiple installations and dismantlings;
  - (g) incorrect storage or handling;
  - (h) normal wear and tear;
  - (i) exposure to wind speeds exceeding the design rating;
  - (j) damage arising from the failure of support components supplied by others;
  - (k) damage arising from the failure of support components such as posts, walls, existing buildings and shipping containers;
  - (l) damage arising from foundation or anchorage failure;

- (m) freak acts of nature;
  - (n) items inside or near an Allshelter structure;
  - (o) explosions, sabotage, accident embargoes, riots, civil commotions, terrorist activities, acts of war (whether declared or undeclared), and war (whether declared or undeclared).
5. Should any of the Allshelter components be found to have manufacturing defects under normal use, Allshelter will repair that defect and/or replace the component at the option of Allshelter.
  6. The building owner is responsible for the cost of repair or replacement parts, on the basis of a pro rata percentage from the purchase date, as per Clause 2 above, plus the cost of delivery and installation of replacement parts, if required.
  7. All replacement parts are shipped within Australia and are FOB and ex-works for other destinations.
  8. Any parts repaired or replaced under this warranty are subsequently warranted only for the remaining unexpired warranty period applicable to the original product.
  9. In no event shall Allshelter or any of its agents be liable for any direct, indirect, incidental or consequential damages, including loss of profits or time. By taking the benefit of this warranty, the building owner expressly releases and discharges Allshelter and its agents from any claim, action, suit, demand or judgment arising from any defect, as detailed in this warranty.
  10. We exclude from this warranty all conditions, warranties and terms implied by statute, general law or custom, except where, if we exclude an express or implied condition or warranty, such exclusion would contravene any statute or law or cause part or all of any relevant clause in this warranty to be void.