

ALLSHELTER Warranty

Standard Shelter Warranty

1. These terms and conditions (**Warranty**) apply to all shelter products, excepting those branded as "Torto", supplied by Allshelter Pty Ltd ABN 55 163 288 355 and any related entity (**Company**).
2. The following statement applies only if you are a consumer as defined in the Australian Consumer Law (under the Competition and Consumer Act 2010):

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

 - (a) *to cancel your service contract with us; and*
 - (b) *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to choose a refund or a replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
3. Should a shelter product supplied by the Company or any component (collectively **Product**) be found to have manufacturing defects under normal use, the Company will repair that defect and/or replace the Product at its option, subject to the following terms of this Warranty.
4. Subject to clause 5, the Company will cover the cost of repair or replacement of a Product for the following period from the date of its original purchase from the Company:
 - (a) five (5) years for Products branded as towable shelters; or
 - (b) ten (10) years for all other Products,excluding any freight, taxes, levies, installation or third-party charges or other costs.
5. The Company's obligation to cover the cost of repair or replacement (**Warranty Cover**) will reduce by a percentage amount at the end of each year (being an anniversary of the date of purchase), as follows:
 - (a) for Products referred to in clause 4(a), the Warranty Cover will reduce by 20% at the end of each year; or
 - (b) for all other Products:
 - i. for the first six (6) years, the Warranty Cover will reduce by 15% at the end of each year (thus for the first year, the Warranty Cover will extend to 100% of the repair or replacement cost of the Products; for the second year, the Warranty Cover is 85%; for the third year, the Warranty Cover is 70%; for the fourth year, the Warranty Cover is 55%; for the fifth year the Warranty Cover is 40% until, for the sixth year, the Warranty Cover is 25%); and
 - ii. for the next four (4) years, the Warranty Cover will reduce by 5% at the end of each year (thus for the seventh year, the Warranty Cover is 20%; and so on until, for the tenth year, the Warranty Cover is 5%).
 - iii. A 10 year warranty will apply on Hardtop Shelters only if installed greater than 1000 meters from the ocean.
6. After the period specified in clause 4 expires, the Company is not liable under this Warranty to pay any costs relating in any way whatsoever to damage, repair or replacement of the Products.
7. This Warranty does not apply to defects or damage caused by or resulting from:
 - (a) improper use or installation and/or use or installation not in accordance with the Company's instructions;

- (b) improper or inadequate maintenance;
 - (c) unauthorized modification or alteration of the Products;
 - (d) neglect, misuse or abuse of the Products;
 - (e) exposure to corrosive elements or incompatible products;
 - (f) wear and tear caused by multiple installations and dismantling;
 - (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 or goods inside or near the Products;
 - (o) explosions, sabotage, accident, embargoes, riots, civil commotions, terrorist activities, war and acts of war (whether declared or undeclared);
 - (p) vandalism or intentional damage, whether by the Customer or another person.
8. The Customer is responsible for and must pay to the Company on request that portion of the cost of the repair or replacement that is additional the Warranty Cover (as determined under clause 5 above), plus the cost of freight, delivery, taxes, levies, installation and any third party charges associated with the supply of such repair or replacement, if required by the Company.
9. The Company is not required to complete any work under this Warranty or comply with any obligations under this Warranty if:
- (a) the Customer has not satisfied its payment and other obligations under this Warranty; or
 - (b) the Customer is in breach of any arrangements with the Company, whether related to the relevant Product, under this Warranty, or under any other agreement.
10. All repaired or replacement Products will be shipped by the Company to destinations within Australia, or to an Australian port for other destinations.
11. Any Product that is repaired or replaced under this Warranty is subsequently subject to this Warranty only for the remaining unexpired period of the Warranty that applied to the original Product.
12. To the extent permitted by law:
- (a) all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or imposed by statute, custom or the general law are excluded from this Warranty;
 - (b) the Company's sole and exclusive liability, whether based in contract, tort, or otherwise, will not exceed its obligations to repair or replace the Product, and as set out under this Warranty; and
 - (c) in no event will the Company 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 Customer expressly releases and discharges the Company and its agents from any claim, action, suit, demand or judgment arising from any defect as detailed in this Warranty.
13. Any part of clause 12 that would contravene a statute or cause any part of this Warranty to be void will be excluded from this Warranty.
14. All claims under this Warranty must be made in writing by the Customer to the Company within fourteen (14) days of the damage or defect being identified.

15. To validate this Warranty the Customer must comply with the following steps, failing which the Company will have no obligations under this Warranty and may refuse all or any part of a claim under it:
 - (a) the Customer must complete all requested details on the Warranty Form;
 - (b) the Customer must return the Warranty Form to the Company via mail or email, including ten (10) good quality detailed photographs of the Products as installed, taken in accordance with the schedule to this Warranty, within thirty (30) days of the Products being installed.
16. The Company will on receipt of a Warranty Form, where the Warranty Form is received within thirty (30) days of the Products being installed, determine whether the photographs evidence correct installation of the Products, and if so, confirm the Warranty by returning a validated copy of the Warranty Form to the Customer.
17. It is a condition of this Warranty that, in the event of a claim being made under this Warranty, the Customer must:
 - (a) submit a detailed claim in writing within fourteen (14) days, which must include:
 - i. a detailed description of the alleged defect or damage;
 - ii. the cause of the alleged defect or damage;
 - iii. ten (10) good quality detailed photographs taken in accordance with the schedule to this Warranty; and
 - iv. additional and close-up photographs of the alleged defect or damage;
 - (b) provide the Company with:
 - i. any information relating to the event or circumstances giving rise to the Warranty claim requested by the Company;
 - ii. access to any property on which the Product is situated;
 - iii. access to the Product and any damaged or defective parts;
 - (c) allow the Company to take and remove any damaged or defective Products or parts, to allow for further investigation and testing; and
 - (d) cooperate with all reasonable requests by the Company.