

## RapidFence & Masterworks Gates Warranty Terms and Conditions

This warranty effective from 25th May 2023 covers the entire product range of Rapid Hardware Group Pty Limited ACN 145 292 646 (“**RHG**”, “**we**”, “**us**”) displayed on the RapidFence website available at [www.Rapidfence.com.au/warranty](http://www.Rapidfence.com.au/warranty) (AUS) & [www.Rapidfence.co.nz/warranty](http://www.Rapidfence.co.nz/warranty) (NZ) (collectively “**Products**”). This warranty applies to customers who purchase our Products (“**customer**”, “**you**”, “**yours**”) and does not extend to any other products or services of RHG. The warranty is offered only to the Owner. It does not cover Product that is purchased second hand.

This warranty only applies to defects which have arisen solely from faulty materials or workmanship in the Products and does not apply to other defects which may have arisen as a result of, without limitation, the following: accidental damage, abuse, misuse, maltreatment, abnormal stress or strain, harsh or adverse weather conditions, including excessive weight or imbalanced loading, or neglect of any kind of the Products. Alterations and repairs of the Products other than by a RHG accredited and licensed service agent or technician are not covered. For the avoidance of doubt, attachment of accessories or use of non-genuine replacement parts other than those manufactured or approved by RHG are not covered by this warranty.

If a defect appears in the Product before the end of the Warranty Period and RHG finds the Product to be defective in materials or workmanship, RHG will, in its sole discretion, either:

- (a) replace, repair or refinish the Product or the defective part of the Product free of charge; or

- (b) cause the Product or the defective part of the Product to be repaired, replaced or refinished by a qualified repairer free of charge; or

- (c) refund the purchase price of the Product to the Owner.

### Warranty Conditions

The warranty only applies to the customer who purchased the Product and is not transferable if the customer sells or disposes of the Product to any other person. The Warranty Period commences on the date of sale of the Product by the authorised retailer to the original purchaser (Owner) and must produce original Proof of Purchase (“**POP**”) with any claim.

A customer may only make a warranty claim directly to RHG. If a customer makes a warranty claim to RHG and that in the opinion RHG, the problem was from faulty assembly or use of the Products in conjunction with products of another manufacturer or from some other cause other than a manufacturing defect of the products for which RHG is responsible, then the warranty will be void.

As part of RHG’s commitment to continuous improvement, we reserve the right to make changes to our Products at any time. RHG reserves the right to discontinue or change the design or colour of the Product at any time and without notice or liability. If, for any reason,

the Product of the type or finish originally installed is no longer available from RHG at the time that RHG acknowledges that a claim will be covered, RHG may refund the original purchase price or substitute product determined by RHG in its sole and absolute discretion to be of comparable quality and price.

Should a product be deemed suitable for repair or replacement of the original Product under this warranty, the warranty will extend only for the time remaining under the original Warranty Period and applicable only to the replacement material or to the repaired or replaced Product provided.

The warranty will be void for the following reasons & exclusions:

- (a) the customer's inability to provide POP or equivalent documentation;
- (b) the Product is not assembled or installed in accordance with the written instructions which come with the Product, or as available on our websites;
- (c) the Product is not installed correctly or using proper materials, is subject to continued ongoing use after a defect or fault is detected;
- (d) items used on the Product exceed the weight specified for the that Product, regardless of whether the weight is evenly distributed on the Product;
- (e) the Product is not used in a reasonable manner or for its intended purpose;
- (f) the Product is stored outside, has been subjected to abnormal conditions and is exposed to weather and degradation, which may have caused any surface to fade, chalk, or become soiled or stained;
- (g) the Product has been assembled and disassembled, other than when it was first purchased and assembled;
- (h) other devices or equipment have been fitted to the Product that are not fit for purpose;
- (i) there is fair wear and tear, including scratching from cleaning on the Product;
- (j) service or repairs with non-standard replacement parts previously undertaken without RHG written approval.
- (k) there is damage to finishes on the Product by adhesives, sealants or abrasive cleaners;
- (l) there is damage to finishes on the Product relating to installation or post installation use, has been subjected to accidental or intentional damage, collision, crash, impacted by foreign objects or vandalism;
- (m) there is damage to the Product due to abuse or incorrect use of the Product; or distortion or expansion of the property or property structure, the surface of the Product has deteriorated due to air pollution, seacoast environment, airborne stains, mould, or mildew;
- (n) the customer or user of the Product fails to observe manufacturer's care and cleaning instructions including if all tailings, burrs, metal filings from any installation process, drilling, grinding or fixings are not removed completely at the time of installation.

- (o) The limited lifetime warranty for our steel fence range is a guarantee that the product will be free from defects in materials and workmanship for the duration of the purchaser's ownership of the product. The warranty only covers repairs or replacements due to defects caused by the manufacturer's error and does not cover damages resulting from normal wear and tear, accidents, misuse, incorrect installation or natural disasters.
- (p) the Product has been on-sold or assigned by the Owner;
- (q) the Product has been subjected to fire, lightning, flooding, hurricane, tornado, windstorm, earthquake, hail, other acts of God, or any other causes beyond the contemplation of RHG;

It is the customer's responsibility to ensure the following:

- (a) the Product is not damaged prior to installation;
- (b) the customer is happy with the purchase;
- (c) the Product has all of its parts/components; and
- (d) the Product is assembled & installed and used strictly in accordance with the Product specifications and instructions. Failure to do so may result in damages or injury, for which RHG accepts no responsibility. For safety and use instructions, please refer to any installation instructions (Instructions) enclosed with the Product, displayed on our packaging or on our website at [www.Rapidfence.com.au](http://www.Rapidfence.com.au) and [www.Rapidfence.co.nz](http://www.Rapidfence.co.nz).

## Returns and Replacements

As soon as the customer becomes aware, they must notify RHG in writing in respect of any fault or defect in respect of a Product (including a full description of the defect and a photograph of the same) to RHG or its authorised agent.

The customer is entitled to a replacement or refund if the Product fails to be of acceptable quality or for a major failure of the Product.

Subject to clause the customers' compliance with Warranty Conditions set out above, if the Product fails to operate for any reason within the Warranty Period, specified in the table, and the Product is returned to the place of purchase at the customer's expense, RHG will refund or replace the Product free of charge.

The warranty referred to above is subject to the following conditions:

- (a) the Product must be returned to the retailer with proof of purchase (such as a receipt from an authorised seller).
- (b) If directed by RHG, the Owner must allow for inspection of the Product on site where the allegedly faulty Product is installed.

- (c) the Product must not have had its serial number removed, defaced, or changed, its casing open, its power cord altered if applicable, nor have been tampered with in any other way;
- (d) failure of the Product must not be due to misuse, improper installation, connection to the wrong voltage if applicable or other abuse or misuse;
- (e) This warranty is limited to defects in the materials or workmanship of a genuine RHG Product. It also does not cover accessories additional to the Product and/or expendable parts.
- (f) RHG will not be responsible for damage or loss caused during shipping; and
- (g) apart from any consumer guarantees under the Australian Consumer Law all other warranties express or implied and whether arising by virtue of statute or otherwise are excluded.

This warranty will not apply and RHG will have no obligation to replace or refund any Product which is found to be faulty due to abuse, misuse or improper installation, if the Product has been on-sold or assigned by the Owner or if RHG cannot establish any fault in the Product after testing.

## Liability and Release

RHG disclaims all and any guarantees, undertakings and warranties, expressed or implied, in respect of the Products and is not liable for any loss or damage whatsoever (including personal injury or property damage, breach of the Warranty Conditions, negligence or otherwise, incidental or consequential loss or damage) arising out of, or in connection with the Products, to the fullest extent permitted by law. Where RHG cannot exclude such liability under the *Competition and Consumer Act 2010* (Cth), its total liability will be limited to the replacement or refund the Product.

For the avoidance of doubt, RHG will not, in no event, be liable to the customer or a third party for any indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, damage to furniture, floor or ground coverings, walls either internal or external, fixtures, in connection with the Products.

The customer hereby releases, discharges and holds harmless RHG from all actions, proceedings, claims, liabilities, demands, damages and expenses and howsoever occurring, brought against or made upon RHG by the customer or by any other person or which RHG may themselves pay, suffer, or sustain, arising directly, indirectly or in any other way connected with the Products, whether in contract, tort (including negligence), breach of statutory duty or otherwise, irrespective of any negligence on the part of RHG. For the avoidance of doubt, this extends to any employees, contractors, agents, representatives, licensees or permitted assigns of RHG. The customer agrees and acknowledges that the liability of RHG for any negligent acts is limited to an amount equal to the fees paid by the customer for the Product.

These limitations are independent from all other provisions of these warranty terms and conditions and will apply notwithstanding the failure of any remedy provided herein.

## Warranty Claims

To make a warranty claim, the following documentation must be provided to us:

- (a) Proof of Purchase (“**POP**”); and
- (b) Your contact details.
- (c) Confirmation of installation if installed or assembled by a qualified contractor.
- (d) Images of alleged defective product including installation, environment and any other images that would support the claim.
- (e) Written explanation of the defect.

If the Product has not been assembled, the Product can be returned with POP, to the place of purchase, including the original packaging in saleable condition.

If the cost of returning any defective parts is unreasonable, please contact RHG using the details listed below so that, if appropriate, we can arrange a collection.

## Contact Us

Our contact details are as follows:

Rapid Hardware Group Pty Ltd

222 Hammond Road, Dandenong South, Victoria

Phone: 1300 911 914

Email: [sales@rapidhardwaregroup.com.au](mailto:sales@rapidhardwaregroup.com.au)

## General

The customer further acknowledges and agrees that this document will be governed by and interpreted in accordance with the laws of the state of Victoria. RHG and the customer submit to the non-exclusive jurisdiction of the courts of the state of Victoria.

## Product Warranty Periods

RHG warrants that the Products are free from defects in workmanship and materials for the warranty periods specific below.

The warranty period for each Product commences on the date of purchase. Proof of purchase is required to confirm commencement date of warranty period.

| <b>Product</b>                          | <b>Warranty Periods</b> |
|-----------------------------------------|-------------------------|
| RapidFence Square Tube Picket           | 5 years                 |
| RapidFence Square Tube Flat Top         | 5 years                 |
| RapidFence Roll Top                     | 5 years                 |
| RapidFence Blade Fence System           | 10 years                |
| Masterworks by RapidFence               | Limited Lifetime        |
| RapidFence PVC Fencing                  | 5 years                 |
| RapidFence Adjustable Gate & Fence kits | 3 years                 |

#### STATUTORY RIGHTS AND EXCLUSIONS – AUSTRALIA ONLY

Nothing in this warranty is to be interpreted as excluding, restricting, or modifying any State or Federal legislation applicable to the supply of goods which cannot be so excluded, restricted or modified. The inclusions of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. 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.

#### STATUTORY RIGHTS AND EXCLUSIONS – NEW ZEALAND ONLY

For Product sold in New Zealand, these guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act. The inclusion of this warranty is in addition to any rights and remedies imposed under the New Zealand Consumer Guarantees Act (1993) that cannot be excluded. You are entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality. You are also entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. RHG does not undertake that repair facilities and replacement parts will be available for the Product in New Zealand and may require the Product to be made available for the Owner from an overseas nominated provider. What constitutes a major failure is an objective test of reasonableness and not necessarily an individual consumer's point of view. Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the New Zealand Consumer Guarantees Act and other laws.