

## **GRILLEX PTY LTD WARRANTY POLICY**

This Grillex Pty Ltd Warranty Policy applies to products manufactured after 18<sup>th</sup> December 2020.

### **AUSTRALIAN CONSUMER LAW**

All our products carry guarantees that cannot be excluded under the Australian Consumer Law. Under the Australian Consumer Law you may be entitled to:

- a replacement or refund for a major failure and for any other reasonably foreseeable loss or damage.
- to have the goods repaired or replaced if the goods are of an unacceptable quality that does not amount to a major failure.

The benefits under this warranty are in addition to other rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is intended to have the effect of excluding, restricting or modifying any conditions, warranty, guarantee, right, or remedy provided by law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted, or modified.

### **WHAT IS COVERED BY THIS WARRANTY POLICY**

Grillex Pty Ltd warrants that new products purchased from Grillex Pty Ltd which are still in the possession of the initial purchaser, will be free from defects for the warranty period, subject to the terms of this Policy.

A product may be defective if Grillex Pty Ltd finds that it is non-conforming in material or workmanship and if the non-conformance materially impairs the performance of the product having regard to the purpose for which it was designed and the limitations stated below.

Grillex Pty Ltd will, in its unfettered discretion, either repair or replace the product.

If a defect is found during the Warranty Period, Grillex Pty Ltd will provide (at Grillex discretion) new, remanufactured parts or assemble components needed to correct the defect.

## WARRANTY PERIOD

The Warranty Start Date is the day that the product was delivered to the Buyer. All Warranties begin on the original delivery date regardless of the date of sale. This Warranty applies to the Grillex products and parts as identified below:

Structural Warranty	Twenty (20) Years – Structural
Barbeques	Two (2) Years – Electrical
	Twenty (20) Years - Stainless Steel
	Twenty (20) Years – Aluminium
Table settings, seats, benches, park platforms, bag storage, bollards, bike parking, bin enclosures	Twenty (20) Years – Aluminium (including TimberImage™ finish)
	Twenty (20) Years – Eco 5000
	Two (2) Years - Laminate
	Six (6) months – Natural Timber
	Seven (7) years – Steel
Drinking Fountains	Two (2) Years – Plumbing
	Twenty (20) Years – Aluminium (including TimberImage™ finish)
Grandstands	Twenty (20) Years - Aluminium (including TimberImage™ finish)
	Seven (7) Years - Steel
Grillex 360TM	Two (2) Years – Electrical
Shelters	Twenty (20) Years – Aluminium (including TimberImage™ finish)
	Seven (7) Years – Steel

Service parts used in repairs pursuant to this Warranty Policy carry the remaining balance of the repaired product or one (1) year, whichever is greater.

## LIMITATIONS

This warranty will not cover products that:

- A. include customer-specified materials or finishes that are not part of Grillex Pty Ltd's standard product range at the time of manufacture;
- B. are not installed and maintained as recommended in Grillex Pty Ltd's written installation and maintenance guidelines;
- C. have not been used in accordance with any applicable usage guidelines;
- D. have been misused or usage is in excess of normal wear and tear;
- E. have been damaged for example as a result of collision, theft, flood, fire, vandalism, and any other events and conditions outside of Grillex Pty Ltd's control;
- F. Tampering, misuse, or adjustments of any components by unqualified or unauthorised parties

### *Other Conditions*

Grillex Pty Ltd will not be liable for any claimed loss or damages to ground coverings, walls, foundations, fixtures or any other consequential loss due to any defective product.

The warranty does not cover product assembly or disassembly charges, visits or calls by specialised technicians, costs incurred by the customer to remove or reinstall products or costs associated with unavailable products.

Any imperfections in finishes or in natural materials used should not be considered as faults but a typical characteristic of these crafted products. Any imperfections deemed faulty need to be identified within four weeks of delivery and feedback provided to Grillex Pty Ltd.

Timber as a natural material, if not maintained using an effective protective coating, is vulnerable to climatic conditions and may split or deform. It is the client's responsibility to check monthly that the effectiveness of the protective coating being used is preventing the timber from drying and consequently failing, and to reapply the coating earlier if required.

In the case of products requiring only minor rectification under warranty, Grillex Pty Ltd reserves the right to supply on a "parts only" basis to the customer where appropriate. Parts may include: battens, fixings, valves etc.

### *Transferability*

This Warranty is not transferable without the expressed written consent of Grillex Pty Ltd who reserves the right not to consent in its sole discretion.



Grillex Pty Ltd  
1300 552 102  
grillex.com.au  
ABN: 46 129 480 977

## HOW TO CLAIM UNDER THIS WARRANTY POLICY

If you are eligible to make a claim under this Warranty and wish to do so, you must send written notice of the defective product including the date of purchase, product details and the nature of any defect to Grillex Pty Ltd PO Box 5010 Bundaberg West QLD 4670 or [info@grillex.com.au](mailto:info@grillex.com.au)

**Important: This Warranty Policy should be read in conjunction with the Grillex Pty Ltd Terms of Trade.**