

# **GX Outdoors Warranty Policy**

Grillex Pty Ltd trading as GX Outdoors

This GX Outdoors Warranty Policy applies to products manufactured after 18th 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.

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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?

GX Outdoors warrants that new products purchased from GX Outdoors 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 GX Outdoors 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.

GX Outdoors will, in its unfettered discretion, either repair or replace the product.

If a defect is found during the Warranty Period, GX Outdoors will provide (at GX Outdoors 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 GX Outdoors products and parts as identified below:

| Structural Warranty   | Twenty (20) Years – Structural                                 |
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| 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 TimberlmageTM finish) |
|   | Twenty (20) Years - Eco 5000                                   |
|   | Two (2) Years - Laminate                                       |
|   | Six (6) months – Natural Timber                                |
|   | Seven (7) years – Steel  |
|   | Ten (10) Years - One Wood                                      |
| Drinking Fountains  | Two (2) Years – Plumbing                                       |
|   | Twenty (20) Years – Aluminium (including TimberlmageTM finish) |
| Grandstands   | Twenty (20) Years - Aluminium (including TimberlmageTM finish) |
|   | Seven (7) Years - Steel  |
| Grillex 360TM   | Two (2) Years – Electrical                                     |
| Shelters  | Twenty (20) Years – Aluminium (including TimberImageTM 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 the GX Outdoors standard product range at the time of manufacture.
- B. are not installed and maintained as recommended in GX Outdoors 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 GX Outdoors control.
- F. Tampering, misuse, or adjustments of any components by unqualified or unauthorised parties

#### Other Conditions

GX Outdoors will not be liable for any claimed loss or damage 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 GX Outdoors.

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, GX Outdoors 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 GX Outdoors who reserves the right not to consent in its sole discretion.

## **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@gxoutdoors.com.

Important: This Warranty Policy should be read in conjunction with the GX Outdoors Terms of Trade.