



THE SUN TAMERS
Established 1947

Illawarra Blinds and Awnings
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WARRANTY AGAINST DEFECTS

Illawarra Blinds and Awnings and its successors and assigns ("I.B.A") provides the following limited warranty against defects.

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in Goods manufactured by I.B.A, and the installation of such Goods ("Defect").
- 1.2 The warranty does not cover the cost where an electrician may be required to attend when I.B.A remedies a Defect.

2 WHAT I.B.A WILL DO TO HONOUR THE WARRANTY

- 2.1 I.B.A will repair any defect to its full extent or where applicable, replace the Goods.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of and at the expense of the Customer. Additional works includes the provision of any platforms, scaffolding, hoists or other safe work method platforms to allow I.B.A access to perform the services, and where required, an electrician to be available to perform electrical disconnections and reconnections of electrical products.

3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Customer will need to:
 - (a) present the defective Goods/Services to I.B.A for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by I.B.A.
- 3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.3 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.
- 3.4 The warranty does not cover the cost where an electrician may be required to attend when I.B.A remedies a Defect.

4 DURATION OF WARRANTY

- 4.1 This warranty will cease from the date that is two (2) years after the Customer takes delivery of the Goods/Services in accordance with clause 6 of the Terms and Conditions of Trade.
- 4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in clause 4.1, I.B.A will have no liability to the Customer under this Warranty Against Defects and the Customer releases I.B.A from all claims for loss or damage in any way connected with the Goods/Services from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 I.B.A is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services.
- 6.2 I.B.A's Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods/Services repaired or replaced if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure.