

# markilux (Australia) - Warranty

1. Markilux products carry a limited five year warranty on all components. Where markilux products are found to be faulty or defective due to manufacturer's error, markilux Australia will repair or replace the goods at its discretion and assessment subject to the following conditions:
  - a. **Frames:** A five year warranty from date of the markilux Australia invoice to the Dealer, limited to those markilux **Important Information** and **Handover Declaration** provided and explained to the end user at the time of installation/commission. Awnings installed within one kilometer of the coastline require the application of ECR (extra corrosion resistance) for this warranty to be valid.
  - b. **Fabric:** A five year warranty from date of markilux Australia invoice to the Dealer applies to the awning fabric subject to usage of the product in accordance with the markilux **Important Information** and **Handover Declaration** provided and explained to the end user at the time of installation/commission. The warranty does not cover tension-induced stretching, puckering, rippling, creasing or waviness as the fabric is still fit for purpose despite visual distortion. Nor does it cover damage from water pooling, mould, animal or plant soiling, pollution, normal wear and tear, damage resulting from accidents or negligence resulting from force majeure.
  - c. **Motors:** A five year warranty from date of markilux Australia invoice to the Dealer applies to the motors subject to usage of the product in accordance with the markilux **Important Information** and **Handover Declaration** provided and explained to the end user at the time of installation/commission. Furthermore connection to the power supply must be carried out by a licensed, and suitably experienced electrician for this warranty to be valid. The motor and electrical accessories must be wired in compliance with the appropriate wiring diagram for the respective motor and accessories.
2. This warranty does not cover damage or defects caused to the product by severe weather or pollution. These awnings have been tested to either withstand winds of up to Force 5 on the Beaufort scale of wind - ie. 37 kilometers per hour - or winds of up to Force 6 on the Beaufort scale of wind - ie. 48 kilometers per hour. Please consult our most current technical literature to determine which maximum wind rating is applicable. Please be aware that whilst wind and dynamic motion sensors can assist in protecting an awning from damage, they are not a failsafe and the presence of such a sensor does not guarantee a successful claim under warranty in the case of wind damage.
3. Markilux awnings are intended for use as sunscreens. Accordingly all folding-arm and/or conservatory style awnings should, at an absolute minimum, be installed at a pitch of at least 15 degrees from the horizontal to ensure sufficient slope for water run-off. No claims will be considered for damage caused to fabric, frames or fixture points in any way by the pooling of water and the subsequent weight imposed on the awning.
4. All warranties apply only to the product itself and do not cover expenses or labour charges incurred in removal and transport of the product from site for servicing or repair, returning the product to site, reinstallation of the product, electrical work related to the repair, or any equipment that may be needed to access the product. Markilux will not be held responsible for any consequential damages that may occur during or following the installation process.
5. Any replacement part supplied by markilux Australia and fitted to a markilux awning, while that awning is within its stipulated warranty term, will be warranted for the unexpired period of that awning's original warranty term or 24 months, whichever is the greater.
6. All products purchased outside the markilux standard offering or used for any application outside those specified by markilux or for which the product was specifically designed will not be covered by warranty. The buyer or Dealer shall determine the suitability of the product and the end user takes on all risk and liability associated therewith.

7. The warranty shall not apply under the following circumstances or conditions:
- a. If the product has been mishandled, incorrectly installed or modified in any way.
  - b. If the product was not installed by a qualified fitter as described under **Important Information** and in accordance with the **Fitting Instructions** that accompany the product.
  - c. If the end user has not been properly instructed by the Dealer in the correct operation of the markilux product in accordance with the **Important Information** documentation along with signed confirmation on the **Handover Declaration** which accompany the product. For verification this declaration must either be signed by both the retailer and the end user and returned to markilux Australia for record keeping, or alternatively be available in its original form for inspection by markilux Australia staff on request. If the buyer or the purchaser resells any markilux product to another buyer or purchaser or end-user, for the warranty to remain valid all instructions and declarations originally issued with the product by markilux must be signed by the new owner and be returned to markilux Australia for record keeping, or alternatively be made available in its original form for inspection by markilux Australia staff on request.
  - d. If the cause of damage or malfunction is due to improper usage and/or improper maintenance of the product by the end user as instructed by the retailer and outlined in the **Important Information** and **Handover Declaration** documentation provided to the end user at the time of installation/commission.
  - e. If the product has been subjected to detrimental or debilitating interference from environmental factors outside the control of markilux Australia.
8. Markilux Australia is not liable for any damage, loss or injury that may result from the use or inability to use the acquired product for whatever reason.
9. Markilux Australia will make every effort to supply the required parts for the product within a reasonable period of time and provided that suitable parts or equipment are still available with which to undertake the repair or replacement.
10. The benefits to the consumer provided under this warranty are in addition to other rights and remedies available to a consumer under the law in relation to the goods or services to which this warranty relates.

*Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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.*

#### **How to make a claim**

To make a claim under this warranty, the end user must contact the markilux Australia retailer from whom they purchased the product and request that they inspect the faulty or defective product to determine the nature and extent of the problem. Should the fault or defect require rectification under warranty, the retailer must make a claim on the end user's behalf to markilux Australia who will then supply the required components. The retailer is responsible for arranging access to the product and replacing/repairing the defective components at their cost.

**Please contact markilux Australia if you have any questions regarding this warranty:**

**Tel: 1300 654 469**

**info@markilux.com.au**