

Unit 5 & 17

Site Address: Not Available

Job #: AJFTLC0118 Issued: Friday, December 20, 2013

# WARRANTY FOR CENTENARY PATIOS, CARPORTS & VERANDAHS



FIELDERS  
**Centenary**  
PATIOS CARPORTS VERANDAHS

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Congratulations on the purchase of your new Centenary product. Centenary from Fielders is manufactured in Australia, built to stand the test of time in the Australian climate. And now consumers have additional peace of mind, as your new Centenary is backed by the most comprehensive structural warranty - **The Fielders Platinum Guarantee**.

The Platinum Guarantee is exclusive to Fielders, giving Centenary consumers 25 years warranty on all structural components. It is simply the best warranty on the market!

### FIELDERS PLATINUM 25 YEAR GUARANTEE COMPARISON

	Fielders Centenary - Platinum 25 Year Structural Guarantee	Other Building Systems
<b>25 Year Structural Guarantee</b>	Yes	No
<b>Colour Fade (Colour Resistance)</b>	Yes	No
<b>Anti-Chalking Performance</b>	Yes	No
<b>Corrosion Warranty</b>	Yes	Yes
<b>Galvanised System (reduced risk of rusting)</b>	Yes	No
<b>Gloss Retention</b>	Yes	No



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**THIS WARRANTY is subject to the following terms and conditions:**



Fielders Australia Pty Ltd (ABN 49 091 954 442) of 213 Railway Terrace, Keswick Terminal, SA 5035 (Ph: 1800 182 255 or (08) 8292 2600; Email: info@fielders.com.au) ("Fielders") warrants that the Centenary Carport and Verandah and the materials supplied to the Customer by Fielders in respect of the erection of the Centenary Carport and Verandah ("the Product") at the original site of installation of the Product ("Site Address") will be free of structural defects ("Warranty") for a period of 25 years from the Date of Installation ("the Warranty Period").

### 1. INSTALLATION

- 1.1 The Product must be installed by Fielders or a distributor authorised by Fielders ("Authorised Dealer"), in accordance with Fielders' installation instructions.
- 1.2 Installation must take place within 14 days of delivery of the Product to the Site Address, and the Product must have been adequately protected against damage prior to installation and erection.
- 1.3 The installed Product may be inspected by a Fielders' representative at any time after the Date of Installation or at the Customer's request if the Customer considers there to be a defect in installation which may amount to a breach of Warranty.

### 2. MAINTENANCE, DEFECTS AND MAKING A WARRANTY CLAIM

- 2.1 The Customer must regularly inspect the Product and undertake routine maintenance in accordance with the Fielders Maintenance Guide and Fielders Centenary Care and Maintenance Guide issued in respect of the Product, as updated from time to time during the Warranty Period.
- 2.2 In order for a claim to be validly made under the Warranty:
  - A. Fielders must be advised in writing, sent to the contact details specified in this document, of any defect in the Product within 30 days of the date of the defect occurring; and
  - B. the Customer must retain proof of purchase of the Product, and provide this to Fielders at the time of making a Warranty claim. Fielders may reject a Warranty claim on the Product where the Customer is unable to substantiate proof of purchase to the reasonable satisfaction of Fielders.

### 3. PRO RATA DISCOUNT

- 3.1 Should a defect in part only of the Product arise during the Warranty Period, Fielders' liability will be limited to the replacement of the defective portion only of the Product, in accordance with clause 3.2 below.
- 3.2 Replacement Product parts will be supplied by Fielders to the Customer at a discount to the current price for the Product as at the date of the Warranty claim. The applied discount will be the same ratio as that part of the Warranty Period not achieved in respect of the defective Product parts bears to the full Warranty Period.

### 4. LIABILITY OF FIELDERS UNDER THIS WARRANTY

To the fullest extent permitted by law, if the Product in its entirety is defective, contrary to the Warranty, Fielders will only be liable for:

- 4.1 replacing the Product;
- 4.2 the cost of replacing the Product (or providing equivalent Product); or
- 4.3 the cost of having the Product repaired; whichever is the lowest and subject to the exclusions and limitations contained in clause 5.

For the avoidance of doubt, in no circumstances will Fielders pay the costs of installing any Products replaced under this Warranty, except to the extent strictly required by clause 6.

### 5. WARRANTY EXCLUSIONS AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no circumstances will Fielders be liable for:

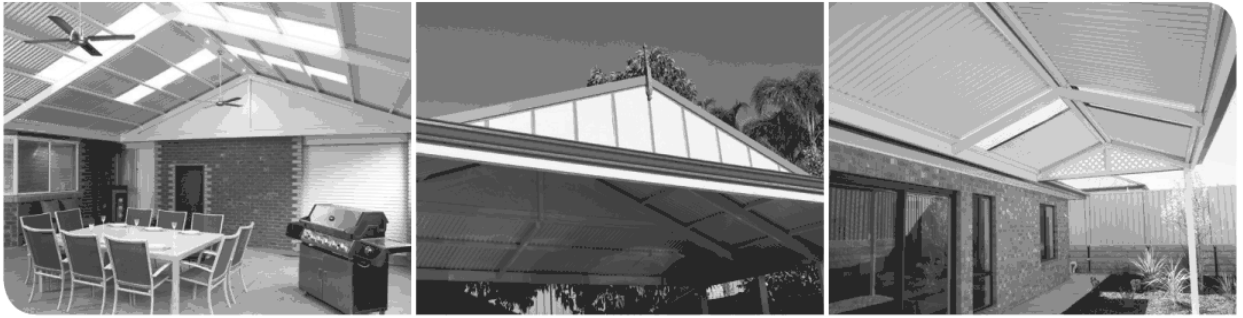
- 5.1 any defects to the Product caused through normal wear and tear, corrosive environment, abnormal conditions, lack of maintenance in accordance with the Fielders Maintenance Guide and Fielders Centenary Care and Maintenance Guide, or any works undertaken by the Customer or by an unauthorised person to the Product without Fielders' prior consent in writing. Defects arising from the following circumstances are also excluded:
  - (a) Site Address is less than 1km from marine or industrial environments;
  - (b) Products installed in sheltered areas or areas unwashed by rain exposure, which have not been washed down on a 3 monthly basis; or
  - (c) Contact of Products with soil, mulch, ashes, fertilizers or other moisture retaining substances.
- 5.2 labour costs associated with the removal and replacement of the affected Product, and the costs of installation of any replacement Product provided by Fielders as part of meeting a Warranty claim (and for the avoidance of doubt, these are the sole responsibility of the Customer);
- 5.3 injury to persons, or damage to property or consequential or indirect losses suffered by the Customer or any third party of any nature;

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5.4 any materials not supplied or specified by Fielders and any defect arising from use of such materials; or

5.5 any damage to or defect in the Product arising from any event beyond Fielders' reasonable control or arising from an insurable risk of the Customer.

Steel brackets and RHS columns which are not hot-dip galvanised are outside the scope of the Warranty, and will not be covered under this document.

## 6. PERSONAL WARRANTY AND APPLICABLE LAW UNAFFECTED

6.1 This Warranty is given in lieu of all other guarantees, conditions or warranties expressed or implied except to the extent that any applicable law prevents the exclusion, restrictions or modifications of such guarantees, conditions or warranties. Accordingly, the benefits given under this Warranty are in addition to any rights or remedies available under applicable law, including the Competition and Consumer Act 2010 (Cth) and its accompanying Schedules and Regulations, which cannot lawfully be excluded. However, to the extent permitted by law, Fielders' liability for any non-excludable term, condition, guarantee or warranty applicable under relevant law is limited to (at Fielders' option):

- A. in the case of goods – repairing, replacing or supplying equivalent goods.
- B. in the case of services – supplying the services again, or paying the cost of having the services supplied again.

6.2 This Warranty is personal to the Customer and is not transferable to a subsequent purchaser of the Product or the Site Address.

6.3 Fielders advises the Customer as follows:

**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 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.**

