

# WARRANTY

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# Manufacturer's Warranty Against Defects

## Luxaflex® Window Fashions

### This manufacturer's warranty against defects is given by

Hunter Douglas Pty Limited (ABN 98 009 675 709) (HD P/L)  
Business address: 338 Victoria Road, Rydalmere, NSW, 2116  
Telephone number: 1300 367 589

### To what products does this warranty against defects apply?

This warranty applies to Luxaflex® Products only.

### To whom do we give this warranty?

We give this warranty to you, the original purchaser, only if you purchased the goods specified above from us or a dealer or reseller as new goods.

### This warranty is in addition to other legal rights you have under the law:

The benefits to you given by this warranty are in addition to other rights and remedies you have under law.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

### What we promise to do (and how we honour this warranty)

We will either repair our goods, or replace our goods with new goods, at our option, if:

- the goods have a defect in the materials or workmanship, or the goods fail to operate as intended; and
- you make a claim under this warranty as provided below, within the time periods set out below.

### What this warranty does not cover

For the purposes of this warranty, "defect" does not include (and we will not replace or repair products suffering from) damage caused by:

- normal wear and tear;
- abuse, misuse, or accident;
- exposure to the elements (e.g. sun damage), or discolouration over time; installations subject to salt spray or marine influences, severe industrial or corrosive environments;

- exposure to high humidity (resulting in mould & mildew or 'warping') – e.g. kitchens, bathrooms and natural variations in grain, colour and texture for timber venetian blinds and other timber products;
- failure to follow instructions with respect to cleaning and/or maintenance;
- extreme weather events or other acts of God; [Awnings: Do not leave awning out in fresh winds as defined by the Beaufort Wind Scale and/or rain, as it may damage your awning] or
- modifications made by any person other than a representative of HD P/L or caused by use or installation that is not in compliance with the installation instructions provided with the product, or otherwise provided by HD P/L.

This warranty does not cover the costs of removal of the warranted goods or installation of the repaired or replaced goods. However, we will meet those costs if the goods breach any of the guarantees applicable under the Australian Consumer Law referred to above and nothing in this document restricts, excludes or modifies those guarantees or any other rights you may have under the Australian Consumer Law.

### The period in which this warranty applies

This warranty applies to defects which appear and which you notify us (following the procedure below) of within five (5) years from the date of installation of the goods except for:

- Luxaflex® PolySatin® Shutters (excluding the shutter hardware and motorisation), which have a warranty period of twenty (20) years from the date of installation;
- The shutter hardware and motorisation have a warranty period of five (5) years from the date of installation;
- Luxaflex® PowerView® Lithium Ion Battery Pack has a warranty period of three (3) years from the date of delivery; **[All other batteries are not covered under this warranty.]**
- Merger® Remote integrated Lithium Battery Motor has a warranty period of three (3) years from the date of installation;
- Motolux® Motors have a warranty period of five (5) years and Motolux® Remotes have a warranty period of two (2) years, from the date of installation;
- Luxaflex® LumiShade® Motor Assembly Kit (including Motor, Charger, Bracket Accessory and Drive Pulley Accessory) has a warranty period of two (2) years from the date of delivery; and
- Clear PVC has a warranty period of one (1) year from the date of installation.

### Procedure to make a claim under this warranty

If a defect appears in the goods within the period specified above, to make a claim under this warranty you must, before the warranty period (see above) expires, and at your cost:

- submit details of your claim to, in the first instance, the address of the original place of purchase (or if you do not know or you are not able to find the address of the original place of purchase, to Hunter Douglas Pty Limited at the address above) including:
  - your name, address and phone number;
  - what you consider to be the defect and the circumstances in which the defect appeared and that you wish to claim under this warranty; and
  - proof of your purchase of the product and details of the date and place of purchase.
- and
- provide us with all other information we reasonably request about the circumstances in which you consider the defect was caused (including sending us the goods you allege are defective if requested to do so).

We will then arrange for the goods to be inspected and determine whether they are defective and if, acting reasonably, we agree they are defective we will (at our option) either repair the goods, or replace the goods with new goods. A call out fee will be charged for inspection, however any call out fee that we charge you will be refunded if we determine that the goods are defective.