

# Staircase Constructions Pty Ltd

## Warranty Against Defects

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PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT YOUR WARRANTY COVERAGE, INCLUDING YOUR OBLIGATIONS, YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW, AND OTHER IMPORTANT TERMS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS.

This warranty is given by Staircase Constructions Pty Ltd ACN 150 328 813 as trustee for Gibson Family Trust ABN 58 537 359 507 ("**Staircase Constructions**," "**us**," "**we**," "**our**").

We reserve the right to amend this warranty from time to time. Any subsequent version of this warranty shall apply to all Staircases (as defined below) installed after the date the amended warranty is published on our website or at the time we provide you with a copy of the amended warranty (whichever occurs first).

### **What is covered by this warranty?**

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We offer a limited warranty which covers any manufacturing and workmanship defects in respect of the staircases manufactured and installed by us ("**Staircases**").

### **To whom is this warranty given?**

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This warranty is given to the original purchaser of the Staircase ("**you**," "**your**").

You will receive the benefit of this warranty from the date the installation of the Staircase has been completed (as advised by us) ("**Effective Date**"), subject to the conditions detailed below.

You may only transfer or assign the benefit of this warranty with our prior written consent. This warranty is otherwise non-transferrable.

We may transfer or assign our rights and/or obligations under this warranty at our sole discretion.

### **Application and Warranty Period**

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Subject to the limitations and exclusions detailed in this warranty, we warrant that our Staircases shall be free from all manufacturing and workmanship defects that arise under normal use for a period of ten (10) years from the Effective Date ("**Warranty Period**").

A warranty claim is only eligible if it is made within the Warranty Period.

### **Conditions for making a warranty claim**

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In order to receive the benefit of this warranty:

- all invoices relating to the Staircase that is the subject of a warranty claim must be paid in full before a warranty claim will be processed by us;
- the Staircase that is the subject of the warranty claim must not have been modified or altered in anyway (other than as permitted by us); and
- warranty claims must be made within thirty (30) days of a defect becoming apparent.

### **No extension to Warranty Period**

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Repairs and replacements made under this warranty will not extend the Warranty Period, nor will they result in the Warranty Period being restarted, nor a new Warranty Period being initiated.

Any repairs or replacements carried out after expiration of the Warranty Period will be charged in accordance with our prevailing rates.

No employee or agent of ours, nor any other person, is authorised to extend or enlarge the terms of this warranty.

### **Our obligations under this warranty**

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Subject to the terms of this warranty, we will rectify any defect in the Staircase that arises during the Warranty Period, if:

- we determine that there is a manufacturing or workmanship defect in the Staircase; and
- you make a claim under this warranty within the Warranty Period, and in the manner set out herein.

We reserve the right to charge a service fee for the inspection of any Staircase that is the subject of a warranty claim. If we inspect the Staircase and determine there to be a defect, then we may, at our discretion, waive or refund the service fee.

To the maximum extent permitted by law, our liability under this warranty is limited solely to the repair or replacement of the Staircase (or the part of the Staircase) deemed by us to have a manufacturing or workmanship defect. We will assume the reasonable labour costs associated with the repair or replacement of the Staircase (or part of the Staircase).

We will rectify any defect covered by this warranty as soon as practicable but will not be liable for any loss or damage caused by any delay.

### **What is expressly excluded from this warranty?**

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Many of our Staircases are comprised of timber, and as such may exhibit variations in texture, shade, colour, surface, finish, markings, veining, and contains natural fissures, lines, and indentations, and may fade or change colour over time ("**Natural Characteristics**").

We will not be obliged to rectify any defects that are attributable to damage or discolouration caused by:

- fair wear or tear (i.e. wear and tear attributable to ordinary, regular use of the Staircase) or Natural Characteristics;

- modifications, alterations, or repairs made to the Staircase by any person other than us (or our authorised agents);
- misuse or abuse (whether wilful, accidental, or negligent);
- natural expansion and contraction, warping, cupping, or swelling (within permitted tolerances);
- impact damage, abrasion, or scratching;
- insects or animals;
- prolonged exposure to direct heat sources, direct sunlight, water, or moisture;
- the use of improper cleaning products or exposure to harmful chemicals;
- structural movement, foundation settling, and/or loss of the integrity of the structure to which the Staircase has been affixed; or
- natural events or disasters (including, without limitation, explosion, fire, earthquakes, rain, and floods).

### **Limitations and exclusions**

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To the maximum extent permitted by law, this warranty expressly excludes:

- defects in design and/or materials in products not manufactured by us;
- any claims for damage to personal property;
- costs associated with third-party modifications, alterations, or repairs that have been undertaken without our prior written and fully informed consent;
- scaffold hire, equipment hire, delivery and storage costs; and
- any liability for claims for liquidated damages.

In no circumstances will we be liable to you for any consequential or indirect loss suffered by you either directly or indirectly as a result of a defect in the Staircase, including, without limitation, loss of profits, loss of revenue, loss of any contract value, loss of anticipated profits, or damages for lost opportunity or business interruption.

### **How to make a claim under this warranty**

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To make a warranty claim you must, prior to the expiry of the Warranty Period, contact us and provide details of your warranty claim in writing.

We may ask you to provide proof of purchase documentation, as well as any other information and documents (including, without limitation, photographs) requested by us to assess your warranty claim.

Upon receipt of your warranty claim and any relevant documentation, we may contact you to arrange for a time for us, or our authorised representative, to inspect the Staircase that is the subject of the warranty claim.

You are responsible for any expenses of claiming this warranty.

### **No exclusion of statutory warranties**

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Nothing in this document shall be read or applied so as to purport to exclude, restrict, or modify or have the effect of excluding, restricting, or modifying the application in relation to the supply of any goods and/or services of all or any of the provisions of the *Competition and Consumer Act 2010* (Cth), or any relevant State or Federal Legislation which by law cannot be excluded, restricted, or modified.

### **The Australian Consumer Law**

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This section applies where you are deemed to be a 'consumer' under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ("**Australian Consumer Law**").

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, as defined in section 268 of the Australian Consumer Law, 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 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 services.

This is not an exhaustive list of your rights under the Australian Consumer Law.

### **Contact details**

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Our contact details are as follows:

**Staircase Constructions Pty Ltd**  
**Address:** 14 Gravel Pits Road, South Geelong VIC 3220  
**Tel:** 0414 392 217  
**Email:** admin@staircaseconstructions.com.au