

TREND WINDOWS & DOORS WARRANTY

- a) The benefits conferred by guarantees herein are in addition to all other rights and remedies in respect of the goods or services of which a consumer has under the Trade Practices Act (“the Act”) and similar State and Territory laws.
- (b) Trend® Windows & Doors guarantees the product(s) supplied against defects arising from faulty workmanship or materials for a period of seven years (12 months for moving hardware and parts) from date of delivery and guarantees that services will be rendered with due care and skill. These guarantees shall be effective provided the following general and specific warranty conditions are complied with:-
- (i) The product is installed and maintained in accordance with the manufacturer’s and/or the Australian Window Association - industry recommendations where applicable, and has not been subject to misuse, abuse or neglect.
 - (ii) Timber products are to be sealed (within one (1) month of delivery) with two coats of paint. Varnish or sealer to both faces and edges including top and bottom. Exterior quality finishes in light reflective colours (NOT dark colours) must be applied to all products exposed to direct sunlight or the elements.
 - (iii) All solid construction timber doors must be hung with three (3) 100mm hinges.
 - (iv) A warp in a door will not be considered a defect unless it exceeds 5mm.
 - (v) Aluminium product surfaces which have been treated with a powdercoat finish provide a much higher resistance to scratching or scuffing and protects against normal weather conditions; however Trend® Windows & Doors does not warrant against fading or colour change due to normal weather conditions which will cause any coloured surface to fade or darken gradually.
- (c) The Customer’s attention is drawn to Section 68A of the Act which has the effect of enabling suppliers in respect of contracts for the supply of goods or services not being goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption to limit their liability in certain

circumstances for breach of certain of the conditions and warranties implied by the Act.

(d) Conditional upon the goods or services provided by Trend[®] Windows & Doors not being of a kind ordinarily acquired for personal, domestic or household use or consumption and subject to any specific warranty or condition set forth herein and any warranty as to title implied by Section 69 of the Act and provided that in the circumstances it is fair and reasonable the liability of the Company is limited.

(a) In the case of goods, any one of the following as determined by Trend[®] Windows & Doors:-

- (i) the replacement of the goods or the supply of equivalent goods; or
- (ii) the repair of goods; or
- (iii) the refund of moneys paid;

b) In the case of services, one of the following as determined by Trend[®] Windows & Doors:-

- (i) the supplying of the services again; or
- (ii) the refund of moneys paid

If the goods or services supplied are not in accordance with the warranties then the Customer will advise the Company in writing to replace or repair the goods, resupply the services or make the payment as the case may be.

(e) To the full extent permitted by law, but subject always to the above terms, all conditions and warranties not expressly contained herein are hereby expressly negated and excluded.

(f) Subject to 8(c) and (d) above, Trend[®] Windows & Doors liability for any breach of contract or for any negligent act or omission is limited to the cost of replacement of the goods or supply of equivalent goods and shall not extend to consequential loss, loss of profits or any liability for damage to property or death of or injury to persons howsoever caused.

(g) If the goods or services provided by the Company are acquired for personal, domestic or household use and are not of merchantable quality or fit for the particular purpose advised by the Customer to Trend[®] Windows & Doors or in



accord with a description or sample given by Trend® Windows & Doors to the Customer or free from any legal restriction on ownership then the Customer shall have the right to return the goods and claim a refund; and may be entitled to consequential damages.