

Sitemax Group Pty Ltd - Warranty Policy

PLEASE READ THIS DOCUMENT CAREFULLY. THIS WARRANTY POLICY 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 Sitemax Group Pty Ltd ACN 600 760 030 ("Sitemax," "us," "we," "our").

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

What is covered by this warranty?

Subject to the terms and conditions contained herein and contained in the attached schedule ("**Schedule**"), we offer a limited warranty in respect of certain Sitemax products, which are described in the Schedule ("**Products**").

To whom is this warranty given?

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

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

We warrant that Sitemax Products that are covered under this warranty policy shall be free from all defects in materials that arise under normal use for the relevant period stated in the Schedule ("**Warranty Period**").

The Warranty Period will commence from the date the Products are despatched or from the date of payment of our invoice (whichever occurs first).

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

Pre-conditions for making a warranty claim

In order to receive the benefit of this warranty:

- all invoices relating to the Product that is the subject of a warranty claim must be paid in full before a warranty claim will be processed by us;
- the Product that is the subject of the warranty claim must not have been:
 - modified or altered in anyway (other than as permitted by us or our authorised representative); or
 - used on more than one site (as Products are intended for single-use application only),
- photographs must be taken of the Product in good state immediately after being installed; and
- warranty claims must be made within thirty (30) days after a defect in the Product becomes apparent.

No extension to Warranty Period

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.

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

Subject to the terms of this warranty, we will replace the Product that is the subject of a warranty claim, if:

- we consider, in our sole discretion, that the Product has a defect in materials that has arisen under normal use; and
- you make a warranty claim 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 Product that is the subject of a warranty claim. If we, or our authorised representative, inspect the Product 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 replacement of the Product or the supply of an equivalent product.

Where we have agreed to accept your warranty claim and provide a replacement Product or supply an equivalent product, we will normally despatch the replacement Product or equivalent product to you within two (2) weeks.

We will replace the Product or supply an equivalent product 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?

For the purposes of clarity, we will not be obliged to rectify any defects in the Product that are attributable to damage caused by:

- incorrect installation and/or usage;
- misuse, abuse, or neglect (whether wilful, accidental, or negligent);
- damage from external forces;
- exposure to harmful chemicals or fumes;
- exposure to extreme temperatures or weather conditions (including, without limitation, sunlight (i.e. UV damage), high winds, hail, and lightning); and
- natural events or disasters (including, without limitation, explosion, fire, earthquakes, and floods).

Limitations and exclusions

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

- labour costs associated with the removal and/or re-installation of the Products;
- any claims for damage to personal property;
- freight, transport, and storage costs;
- any liability for claims for liquidated damages; and
- costs associated with third-party Product replacements that have been undertaken without our prior written consent.

For the avoidance of doubt, to the maximum extent permitted by law, 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 Product, 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

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) reasonably 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 Product that is the subject of the warranty claim.

You are responsible for any expenses of claiming the warranty.

No exclusion of statutory warranties

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 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

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 Products 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 Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

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

Contact details

Our contact details are as follows.

Sitemax Group Pty Ltd

Address: 15 Dennis Little Drive
Glanmire QLD 4570

Postal address: PO Box 32
Gympie QLD 4570

Tel: (07) 5489 0600

Email: sales@sitemax.com.au

Web: www.sitemax.com.au

SCHEDULE

No.	Product Description	Warranty Period and Conditions
1.	Custom printed " <i>Bannermesh</i> " under Sitemax brand names " <i>Maxflow Mesh</i> " and " <i>Select Mesh</i> " (when supplied with welded edges and eyelets every 600mm for " <i>Select Mesh</i> " or 750mm for " <i>Maxflow Mesh</i> ") and 440gsm solid vinyl banners	<p>Two (2) year warranty against excessive print fading. This warranty covers premature blistering, flaking, peeling, and excessive fading or colour change (beyond permitted tolerances).</p> <p>Two (2) year warranty against major product failure</p>
2.	1.4mm poly, 3mm corflute, and 5mm corflute signs	<p>Two (2) year warranty against excessive print fading. This warranty covers premature blistering, flaking, peeling, and excessive fading or colour change (beyond permitted tolerances).</p> <p>Three (3) year warranty against major product failure (when fixed using Sitemax recommended fixing method of keda edging and installation with aluminium sail tracking to a solid hoarding or structure which prevents wind from damaging the banner as it is not porous)</p>
3.	ACM Alupanel, metal signs, and 510gsm solid vinyl banners	<p>Three (3) year warranty against excessive print fading. This warranty covers premature blistering, flaking, peeling, and excessive fading or colour change (beyond permitted tolerances).</p> <p>Three (3) year warranty against major product failure (when fixed using Sitemax recommended fixing method of keda edging and installation with aluminium sail tracking to a solid hoarding or structure which prevents wind from damaging the banner as it is not porous)</p>
4.	Sitemax " <i>Siltmax</i> " Silt Fencing	<p>Three (3) year warranty against major product failure. In this context, 'failure' means any instance where the fabric has lost more than ten (10) percent of its strength for each year of its life.</p> <p>This product must be stored away from direct sunlight prior to use.</p>