

PRODUCT WARRANTY



PRODUCT WARRANTY FOR PARTITIONING, LOCKERS, VANITY AND SEATING SYSTEMS SUPPLIED ON/AFTER 1ST SEPTEMBER 2024 BY DURACUBE (ABN 60 600 169 588)

13 Pullman Place,
Emu Plains, NSW 2750
Telephone: 1300 387 228
Email: sales@duracube.com.au
Web: duracube.com.au

1. In this Warranty:

- "Duracube Partitioning and Seating Systems" means Duracube Partitioning, Lockers, Vanity and Seating Systems as detailed in the product brochure on www.duracube.com.au and unless otherwise defined in this Warranty, terms in this Warranty have the same meaning as in the Duracube Terms of Trade available on this website.
- "Defect" means a defect, deficiency, fault, error or omission which prevents the Duracube Partitioning and Seating Systems from being used for the purposes stated in or reasonably inferred from the Contract but for the avoidance of doubt does not include anything referred to in clause 3 or clause 4.

2. Subject to the terms of this Warranty, Duracube, warrants to the Purchaser of any Duracube Partitioning and Seating Systems that Duracube will, at its option, repair or replace:

- each Duracube compact laminate panels and doors, aluminum trims, aluminum legs and installation, without charge if it fails directly as a result of a Defect in its manufacture or materials used in its manufacture, or installation by Duracube, within the first 15 years after the purchase from Duracube (proof of purchase will be required); and
- each other component of the Duracube Partitioning and Seating System without charge if it fails directly as a result of a Defect in its manufacture or materials used in its manufacture, during the first 2 years after purchase from Duracube (proof of purchase will be required).

This Warranty terminates at the expiration of 15 years or 2 years (whichever period is applicable in accordance with paragraph a) or b)) from the date of purchase from Duracube.

BUILDER/INSTALLER:

PRODUCT(S) USED:

PROJECT ADDRESS:

DATE OF WARRANTY:

3. This Warranty does not cover and Duracube is not liable for defects, damage or failure caused by:

- an act or omission of a person other than Duracube (or its subcontractors and suppliers);
- damage caused to the Duracube Partitioning and Seating System after supply of the Duracube Partitioning and Seating System that does not arise out of the state or condition of the Duracube Partitioning and Seating System at the time of supply; or
- without limiting paragraph a) or b):
- failure to follow any procedures recommended by Duracube for the installation of the Duracube Partitioning and Seating Systems (unless installation is carried out by Duracube) or procedures outlined in the in the O&M Manual for the use or maintenance of the Duracube Partitioning and Seating Systems;
- physical abuse, misuse, vandalism, accidents, exposure to excessive moisture, exposure to extreme heats, the use of solvents or inappropriate cleaning products/ materials;
- 'wear and tear', scratches, scuffs, burns, stains, wipe marks on darker colour surfaces, exposure to chemical products; or
- the product being used in applications that are not recommended by Duracube in the product literature published by Duracube, including in outdoor application.

4. For the purposes of clause 2, failure does not include:

- anything which has been disclosed as a feature or limitation of the Duracube Partitioning and Seating Systems in any literature published or distributed by Duracube;
- general fading and discolouration (exposure to direct sunlight should be avoided);

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- variation in colour, pattern, shade of the material against the sample material, displays and/or printed illustrations;
- any failure of the site and equipment, upon which the Duracube Partitioning and Seating Systems are installed, to be sound or suitable for the installation; or
- anything that is trivial or insubstantial or does not materially interfere with the use of the Duracube Partitioning and Seating Systems in accordance with the O&M Manual.

5. This Warranty applies only to Duracube Partitioning and Seating Systems components:

- purchased after the date of this Warranty from Duracube for use in Australia;
- which have been installed, maintained, used and protected in the manner recommended by Duracube in the O&M Manual;
- which have not been removed after installation;
- where Duracube has been notified of the Defect within seven days of the first person to become aware of it.

6. Costs of installation:

- Duracube will install (or pay for the reasonable labour costs of installation at Duracube's sole discretion) a replacement component only if installation was initially purchased from Duracube.
- Subject to a), the purchaser claiming this Warranty will bear all other expenses of claiming this Warranty.

7. A replacement product may not be reasonably available from Duracube in the same shape, type or colour as the original Duracube Partitioning and Seating Systems covered by this Warranty.

If a replacement product of the same shape, type or colour is not part of the current Duracube range at the

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time of notification under this Warranty, Duracube reserves the right to provide a replacement product of as close a shape, type and colour match as is reasonably possible from the Duracube current product range in satisfaction of its obligations under this Warranty.

8. Unless otherwise agreed in writing between the parties, this Warranty is subject to and conditional upon Duracube's Terms of Trade.

9. This Warranty is not transferable or assignable except with written consent of Duracube.

10. Any inquiries regarding this Warranty should be sent to Duracube Partitioning and Seating Systems Warranties, The Duracube Group, P.O. Box 7079, Leura 2780. Inquiries can also be made by calling 1300 387 228 or emailing sales@duracube.com.au.

11. All claims under this Warranty must be made within the applicable period referred to in clause 2. Claims made after this period are void.

12. To claim this Warranty or give any notice or communication required under the Warranty, please send the following written details to the address set out above:

- your name, address and telephone number;
- a copy of your Order Confirmation for the purchase of the Goods and/or Services from Duracube; and
- a description of the Defect and failure and when it was discovered.

After Duracube receives your written claim, Duracube will contact you to discuss. In some circumstances Duracube may need to remove a sample of the installed Duracube Partitioning and Seating System for testing.