

# Wilford Plastic & Canvas Co Pty Ltd Warranty Statement

Wilford Plastic & Canvas Co Pty Ltd ACN 642 775 460 (**Wilfords**) offers the following warranty in relation to the products it supplies directly or through an authorised manufacturer, dealer, or approved service repair agent.

## **Australian Consumer Law**

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting, or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted, or modified.

If you are a consumer as defined in the Australian Consumer Law: *Our goods 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 goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

## **Warranty**

Wilfords warrants that, subject to the exclusions and limitations below, all parts of the manufacture and assembly of the Product will be free from defects in materials and workmanship (**Warranty**) for a period of 1 year (12 months) or 3 years (36 months) from the date of purchase as follows:

1. This Warranty is activated at the time of purchase by the final retail customer (being the owner of the Product).
2. In the event the Product is purchased by a manufacturer, dealer or approved service repair agent, this Warranty will commence at the time the final retail customer makes payment for the Product to the wholesale purchaser.
3. If the Product is purchased directly from Wilfords for use by final retail customer and not to be on sold in any way, the Warranty will commence at the time of the original purchase.

## **Warranty Period**

This Warranty cannot be assigned or transferred to a subsequent owner of the Product.

The purchaser or final retail customer should inspect the Product immediately when received or purchased, to ensure that it appears free from any damage or defect, and matches the description provided.

If after accepting the Product, a defect appears in the manufacture or assembly of the Product before the end of the Warranty Period and Wilfords finds the Product to be defective in materials or workmanship, Wilfords will, in its sole discretion, either:

- A. replace, repair, or refund the Product or the defective part of the Product free of charge; or
- B. cause the Product or the defective part of the Product to be replaced or repaired by a qualified repairer free of charge.

Wilfords reserves the right to replace defective parts of the Product with parts and components of similar quality, grade and composition where an identical part or component is not available. Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Product.

## **Wilfords Awning Products**

This Warranty covers specified defects in materials or workmanship for Awning Products as follows:

1. The vinyl fabric is warranted against:
  - a) holes caused by mildew (mildew will form on dust and dirt and stain fabric if fabric is not kept clean).
  - b) excessive cracking, peeling, hardening or loss of strength while used under normal conditions.
  - c) excessive fading (a slight colour change may occur due to ultraviolet rays).
2. All hardware components including the roller are warranted not to bend or break under normal use (excluding high winds, water pooling and accidents).

## **Making a Warranty claim**

If a defect covered by this Warranty appears, the Customer must first contact Wilfords within 7 days of first becoming aware of the defect. Wilfords will assist the Customer to rectify and resolve any Product issue that may arise.

When making a claim under this Warranty, Wilfords requires that the following information be provided before any further action will be taken.

1. Original Invoice (Document or Number);
2. Make and model of the Product;
3. Make and model of the vehicle (if Product fitted);
4. Vehicle build date (if Product fitted);
5. Vehicle chassis number;
6. Description of damage and/or repair required;
7. Photos of the damage and/or repair; and
8. Appropriate documentation (such as historical and maintenance records).

Wilfords reserves the right to request more information or images should what is provided not be sufficient to make an assessment for the Warranty claim.

The Product must be made available to Wilfords or its authorised repair agent for inspection and testing. If such inspection and testing find no defect in the Product, the final retail customer must pay Wilfords's usual costs of service work and testing.

The final retail customer must bear the cost of the transport of the Product to and from Wilfords or the authorised repair agent, and all insurance of the Product.

## **Exclusions**

This Warranty will not apply where:

- the Product has been repaired, altered or modified by someone other than Wilfords, or without the written consent of Wilfords or an authorised repair agent;
- the alleged defect in the Product is within acceptable industry tolerances and variances;
- Wilfords cannot establish any fault in the Product after testing and inspection;
- the Product has been used other than for the purpose for which it was designed;
- the alleged defect in the Product has arisen due to the final retail customer's failure to properly use and maintain the Product in accordance with any of Wilfords's instructions, recommendations and specifications (including applicable maintenance schedules);

*(Exclusions continued)*

- the alleged defect in the Product has arisen due to the final retail customer's request to customise the Product;
- the Product has been subject to abnormal conditions, including environment, temperature, high or excessive wind, water, fire, humidity, pressure, stress or similar;
- the alleged defect has arisen due to abuse, misuse, neglect or accident;
- unauthorised parts or accessories have been used on or in relation to the Product;
- the Product has been overloaded or involved in an accident;
- the alleged damage or defect has been caused by normal wear and tear;
- the alleged damage to fabric has been caused by storm, wind or rain, or stretching of fabric caused by water pooling on fabric;
- breakage or bending of hardware components has been caused by storm, wind or rain, or water pooling on fabric.

### **Replacement Warranty Item**

If, under Warranty, a Product is replaced or repaired by Wilfords or an Wilfords agent, unless provided in writing to indicate otherwise, the replacement Product will carry the **remaining** Warranty terms and conditions, including length of time, of the original purchased Product.

### **Change of Mind**

Wilfords understands that at times, final retail customers may change their mind. Choose carefully as return and credit requests for items purchased by mistake or "change of mind" reasons may not be approved. Wilfords will not accept Product returns under these circumstances unless by written approval by an authorized Wilfords representative. If approved, an administration and restocking fee may apply.

### **Limitations**

Wilfords makes no express warranties or representations other than set out in this Warranty. The repair or replacement of the Product or part of the Product is the absolute limit of Wilfords's liability under this express Warranty.

### **Contact**

6 Church Road, Maddington WA 6109

Phone: 08 9459 5155

Email: [warranty@xtendoutdoors.com.au](mailto:warranty@xtendoutdoors.com.au)

To receive a copy of the Wilfords Warranty Terms & Conditions or information regarding specific Wilfords products, please contact Wilfords Head Office on 1300 783 776 or email [info@xtendoutdoors.com.au](mailto:info@xtendoutdoors.com.au)