

## First Choice Fences & Gates Warranty – Excludes Timber Products & Gate Automation

**11.1** Subject to the conditions of warranty set in clause 11.1 the Seller warrants that if any defect in any workmanship manufactured by the seller becomes apparent and is reported to the Seller within 10 years of the date of delivery (time being of the essence) then Seller will (at the Sellers sole discretion) repair the defect or replace the product.

**11.2** The conditions applicable to the warranty given by Clause 11.1 are:

**a) The warranty shall not cover defect or damage which may be caused, or party caused by or arise through:**

- i) Failure on the part of the client to properly maintain any goods; or
- ii) Failure on the part of the client to follow any instructions or guidelines provided by the seller; or
- iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or
- iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- v) Fair wear and tear, any accident or act of God; or
- vi) Scratching, abrasion, chipping or any other damage or deterioration caused by impact, accident, or misuse; or
- vii) Deterioration of the metal substrate through oxidization or rusting
- viii) Excessive condensation and/or foreign matter i.e. dust, environmental matter, animal excrement; or
- ix) Normal weathering, including loss of gloss and colour of painted surfaces; or
- x) Attack from chemical agents, fumes, liquids or solids; or
- xi) Installation of the Product less than 1km from marine or industrial influences.

**b) The liability under the warranty does not include or extend to:**

- i) Labour costs associated with the removal or repair of the defective product, or installation of the replacement Product; or
- ii) Injury to persons, damage to property, loss of income, profit or business, or any other indirect loss arising from or caused in any way by the defective Product.

**c) The warranty shall cease, and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the product is repaired, altered or overhauled without the Seller's consent.**

**d) In respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Buyer's claim.**

**e) This Warranty does not cover against aesthetic surface corrosion including oxidization and red rust on aluminium, steel or stainless-steel products.**

**11.3** For Goods not manufactured by the Seller the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufactures' s warranty.

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**Warranty excludes Automation & Timber Fences/Gates.**

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