

# SmartPanel®

## SMARTPANEL ACRYLIC PANELS

### 15 YEAR WARRANTY

1. In this warranty, “Product” means any **SmartPanel Acrylic Panels**.

#### Warranty

2. If the Product:

- a) is purchased from HVG after 1st February 2017 for interior domestic and commercial applications in Australia;
- b) has remained installed at the same location at which it was first installed; and
- c) has been maintained as detailed in the SmartPanel Acrylic Panels Care and Maintenance document; and
- d) has been installed, maintained, used and protected in the manner recommended by HVG, then

HVG warrants that it will either repair or replace the Product where the Product is defective and the defect is directly caused by either the manufacture of the Product or HVG’s action in supplying or delivering the Product.

3. This warranty covers reasonable labour charges which are necessary for the repair or replacement of Products covered by this warranty.

4. This warranty is not transferable or assignable.

5. This warranty is provided for a period of “15 Year Warranty” from the date that the Product is first purchased from HVG, or an authorised installer (whichever is the latter).

6. The benefit of this warranty is in addition to other rights and remedies that you have under the Australian Consumer Law.

#### What this warranty does not cover

7. This warranty does not cover any defect caused by: a) acts or circumstances outside HVG’s control; b) failure to follow any of HVG’s recommended procedures as detailed in the SmartPanel Acrylic Panels published documents and brochure; c) failure to follow HVG’s Care and Maintenance recommendations; d) physical abuse, misuse, accidents, exposure to excessive heat, exposure to excessive moisture, exposure to chemical products, the use of solvents or inappropriate cleaning products, improper maintenance, normal wear and tear, abrasion, scuffing, scratching, burning, cutting, stains or wipe marks on darker colour surfaces; e) general fading, discolouration or damage

8. due to exposure to light; f) Product being used in applications that are not recommended by HVG; g) faulty workmanship by any person other than HVG; or h) variation in colour, pattern or shade of material compared with any sample or display material or printed illustrations;
9. This warranty does not cover any other product used or installed in conjunction with the Product.
10. This warranty is void if the Product is used in an exterior application.

### **Claiming under this warranty**

11. You must register this warranty by completing and posting to HVG, at the address provided above, the warranty card that was provided to you. If you do not register this warranty within 30 days of the installation of the Product, this warranty is void.

12. To claim under this warranty you must:

- a) have registered this warranty in accordance with clause 10;
- b) provide written notice to HVG of any defect within 30 days of you noticing the defect or, within 30 days of when the defect would be apparent to a reasonable person (whichever occurs first).

13. The written notice to HVG of the defect must:

- a) State the date on which the Product was installed;
- b) State the name of the person, or company, that installed the Product;
- c) State the colour and finish of the Product;
- d) Contain evidence that the person who installed the Product was paid; and
- e) Contain a description of the defect.

14. You bear the expense of claiming under this warranty.

15. If you do not register this warranty you have not waived your rights under the Australian Consumer Law, however, the 15 Year Warranty will be void.

### **What HVG will do upon receiving your defect claim**

16. Within a reasonable period of receiving notice of the alleged defect, HVG will contact you to arrange either:

- a) to inspect the Product that contains the alleged defect; or

b) for you to send to HVG such photographic evidence or other evidence, as HVG requires, of the alleged defect which HVG will use and rely upon to make an assessment under this warranty.

It is entirely within HVG's discretion to require a physical inspection of the Product before making a determination under this warranty or to rely solely on photographic or other evidence before making a determination under this warranty.

17. Within a reasonable time of inspecting the Product, or receiving photographic evidence or such other evidence as

HVG requires of the alleged defect, HVG will notify you that your claim has been accepted or rejected.

### **Repair and Replacement of the Product**

18. HVG will take reasonable steps to ensure that facilities for the repair of Products, and parts for Products, are available for a reasonable period after Products are supplied. However, a replacement product may not be available from HVG in the same shape, type or colour as the original Products covered by this warranty. If a replacement product of the same shape, type or colour is not available, HVG will provide a replacement product of a similar shape, type and colour match as is reasonably possible from HVG's then current product range in satisfaction of its obligations under this warranty.

### **Limitation of warranty**

19. 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.

20. Some State, Territory and Federal legislation imply warranties, guarantees or conditions or impose liability on HVG in relation to Product or its supply which cannot, or can only to a limited extent, be excluded, restricted or modified. Except for those warranties, guarantees or conditions and such liability (which for the avoidance of doubt includes those warranties, guarantees, conditions and liabilities that cannot be excluded under the Australian Consumer Law), and for the warranty described above:

a) all warranties, guarantees and conditions (whether express or implied, statutory or otherwise) relating to the Product or its supply are expressly excluded; and

b) HVG will not be liable for any loss or damage suffered by any person (including the purchaser of the Product in any way relating to or arising from the Product or its use (including loss or damage arising from the negligence of, or contributed to by HVG)

21. If liability for breach by HVG of a warranty, guarantee or condition or any other liability imposed on HVG by legislation which cannot be excluded may be limited, HVG's liability is limited to the extent permitted by law, and if liability may be limited in any one of a number of ways, HVG's liability is limited in any one of the permitted ways chosen by HVG in its absolute discretion.

# SmartPanel®

## WARRANTY CARD

Owners Name: \_\_\_\_\_

Installation Address: \_\_\_\_\_

Installation Date: \_\_\_\_\_

Installed by: \_\_\_\_\_

### SmartPanel Acrylic Panels Purchased from –

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Company Contact: \_\_\_\_\_

### SmartPanel Acrylic Panels Details installed –

Colour Name: \_\_\_\_\_

Colour Number: \_\_\_\_\_

Surface Texture: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**Please return the original warranty card to: Please retain proof of purchase**

Halifax Vogel Group Pty Limited

29 Henderson St,

Turrella, NSW, 2205