

## Louvre Roof Limited Warranty

**10 Year Warranty:** Powder Coat Finish and Colour Fastness

**5 Year Warranty:** Motor, Transformer and Receivers

**2 Year Warranty:** Free from defects or material workmanship

### What products does this warranty cover?

Our Warranty and Repair Policy covers the repair or replacement of CommandeX Pty Ltd Louvre Roof, if found to be defective in materials or workmanship. A 'repair' is any order that relates to a previous order, whether making a warranty claim, re-ordering or just requiring a product part for the same job.

A product will be deemed defective if a defect is visible with the naked eye in natural daylight at a distance of 1.5 metres.

This warranty only applies to CommandeX Pty Ltd Louvre Roof.

### To whom do we give this warranty?

We give this warranty to the original purchaser, only if the goods were purchased from a CommandeX Pty Ltd Licenced Dealer as new goods.

Warranty only applies when the product is fitted in accordance with the distributor's instructions and are used for the intended purpose for which the product has been manufactured.

Warranties are not transferrable and are only available to a customer to whom the invoice is addressed.

### What is CommandeX Pty Ltd responsibility?

CommandeX Pty Ltd will repair or replace at its sole discretion any parts or items deemed to be suffering from a defect. If and where possible, CommandeX Pty Ltd will repair or replace the defective product using identical or similar components.

If CommandeX Pty Ltd designs and/or styles have been altered or upgraded, CommandeX Pty Ltd will replace any components suffering from a defect with a part or product of comparable quality and value.

### How do we honour this warranty?

We will either repair our goods, or replace our goods with new goods, at our discretion, if:

- the goods have a defect in the materials or workmanship, or the goods fail to operate as intended; and
- you make a claim under this warranty as provided below, within the time periods set out below.

## Warranty Commencement Condition

The warranties shall be valid once the installer has;

- provided to the customer a warranty certificate signed by the CommandeX Pty Ltd Licenced dealer as issued by CommandeX Pty Ltd with the product details and,
- the relevant part of the warranty certificate has been returned by the customer to CommandeX Pty Ltd with a copy of the invoice issued by the CommandeX Pty Ltd Licenced dealer to the customer and
- it is with a copy of the receipt issued by the CommandeX Pty Ltd Licenced dealer evidencing payment to the CommandeX Pty Ltd Licenced dealer.

The warranty certificate must be returned to the CommandeX Pty Ltd Licenced dealer no later than 21 days after the completion of the installation for the customer to be entitled to these warranties.

## Who will incur costs? Are there any costs?

The consumer will be required to pay the cost of any travelling time to inspect goods, freight or handling costs, any removal and installation costs. There may also be an additional call out fee charged for inspection when you make a claim, however any call out fee that we charge you will be refunded if we determine that the goods are defective.

This warranty does not cover the costs of removal of the warranted goods or installation of the repaired or replaced goods including consequential or incidental damages. However, we will meet those costs if the goods breach any of the guarantees applicable under the Australian Consumer Law.

## What warranty will not cover

This warranty is only valid for the original purchaser or first end user and is at the sole discretion of CommandeX Pty Ltd. The warranty is ex-factory and restricted to supply only.

The warranty excludes any shipping, labour or other associated costs with the installation or removal of product and all liability for consequential or incidental damages.

For the purposes of this warranty, "defect" does not include (and we will not replace or repair products suffering from) damage caused by:

- Normal wear and tear
- Installation or the manner of application or fixing
- Installation damage to the window(s) or premises
- Misuse, abuse or accident
- Use of the product outside the CommandeX Pty Ltd specification guidelines and its intended use
- Failure to follow instructions with respect to cleaning and/or maintenance
- Incorrect or insufficient care, cleaning and maintenance
- Any unreasonable or unusual use or a failure to carry out normal maintenance and cleaning
- Exposure to the elements (e.g. sun damage), progressive or discolouration over time; installations subject to salt spray or marine influences, severe industrial or corrosive environments
- Damage caused by humans or pets accidentally running or walking into the screen when in use
- Exposure to high humidity (resulting in mould & mildew or 'warping')

- Modifications made by any person other than a professional and certified installer or caused by use or installation that is not in compliance with the installation instructions provided with the product, or otherwise provided by CommandeX Pty Ltd
- Use of components not supplied by CommandeX Pty Ltd
- Any alterations made to original product supplied
- Use of silicon-based sprays or abrasive cleaning agents on product
- Progressive deterioration of finishes and materials due to exposure due to outside elements
- Fire, flood or natural disasters or acts of God
- Defects due to any contamination or pollution due to surface dirt or staining
- Damage caused by any third party
- Damage caused by pets and animals, such as but not limited to, scratch or bite marks
- Batteries are not covered under this warranty

### CommandeX Pty Ltd Licenced Dealer obligations under the Warranty

CommandeX Pty Ltd Licenced dealers must advise the customer to fill in the 'Louvre Roof Warranty Form' on the CommandeX website ([www.commandex.com.au](http://www.commandex.com.au)) on the day of installation and fill accordingly within five business days of installation date. This document certifies that the person named on the certificate properly installed the product thus limiting liability.

If the product/s are defective the liability of CommandeX Pty Ltd Licenced dealer shall be limited and at the discretion of the Licenced dealer, he/she has the option to do one or more of the following:

- Replace the product or supply equivalent product
- Repair the product
- Pay for the cost of replacing the product or acquiring equivalent product
- Pay the cost of having the product repaired
- Refund the customer of the cost paid by the customer for the product

### Warranty & Repair Policy Claim

When claiming under this Warranty to CommandeX Pty Ltd, you must submit a completed Repair Request Form through original CommandeX Licenced dealer in writing, AND you must substantiate your claim with proof (ie unedited photograph) of the error or defect. For a copy of the Repair Request form, please email [orders@commandex.com.au](mailto:orders@commandex.com.au).

The customer must submit the form within a period of one calendar month of first detecting the defect and at their cost.

We will then arrange for the goods to be inspected and determine whether they are defective and if, acting reasonably, we agree they are defective we will (at our option) either repair the goods, or replace the goods with new goods. A call out fee may be charged for inspection, however any call out fee that we charge you will be refunded if we determine that the goods are defective.

The Repair Request Form will be assessed by CommandeX Pty Ltd and if accepted as a defect of material or labour, will be processed and sent onto the factory of manufacture for re-supply.