

Limited Structural Warranty

Landmark Products Pty Ltd



General

The Company, Landmark Products Pty Ltd, warrants that its products have been designed for the project specified on the drawings, in accordance with the design parameters provided and to Australian Standards.

All supplied components are guaranteed to be free from manufacturing defects or transit damage, which would materially affect the performance or use of the component. In the event of faulty workmanship or transit damage, the company will replace those components deemed to be defective upon inspection by the company's agent. Claims must be notified to the company or its agent within seven (7) days of receipt of goods. Claims made outside this period will not be eligible for a full replacement at no charge.

The company guarantees the structural performance of its products in line with the subsequent *Structural Warranty Period* table, subject to normal use; which specifically excludes vandalism. It is the owner's responsibility to ensure that the product is monitored to detect vandalism and to maintain the product to its original specification in line with the supplied *Landmark Products Maintenance Guide*. This includes the regular (semi-annual) checking and tightening of all fixings; application of a quality stain or paint system, especially to exposed timber components and washing all steel and aluminium components with a mild detergent and rinsing with potable water to remove corrosive pollutants. This relates especially to products installed in a marine environment, where salt accumulation can significantly reduce their design life and maintenance should be performed more regularly. Proof of suitable maintenance may need to be provided by the customer at the request of the company to assess the validity of any such warranty claims. The company reserves the right to dismiss any warranty claims where the lack of proper maintenance could be considered a contributing factor to the damage or degradation of the product, where the customer cannot provide proof of suitable maintenance of the product in line with the accompanying maintenance document.

Transferability

Transfer is free for a period of twelve (12) months from the date of practical completion, thereafter, contact Landmark Products for detail of transfer fees. Warranties can only be transferred within 30 days of the transfer of the title.

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.



Structural Warranty Period by Product Type



Product Type	Aspect	Supplied by Landmark	Supplied & Installed by Landmark
Shelters	Structure	10 years	20 years
Restrooms, Changing Places and Sports Changerooms	Structure	10 years	20 years
	Electrical	2 years	2 years
	Plumbing	2 years	2 years
Seats, Benches and Settings	Structure	10 years	10 years
Barbecues	Structure	5 years	5 years
	Electrical	2 years	2 years
Bin Surrounds	Structure	10 years	10 years
Drinking Fountains	Structure	10 years	10 years
	Plumbing	2 years	2 years
Bicycle Stands	Structure	10 years	10 years
Bollards	Structure	10 years	10 years
Tree Furniture	Structure	10 years	10 years
Bridges, Boardwalks and Access Structures	Structure	10 years	20 years
Shade Sails	Posts	10 years	20 years
	Sail	10 years	10 years
Architectural Lighting	Posts	10 years	20 years
	Electrical	2 years	2 years
Behind Goal Netting	Posts	10 years	20 years
	Net	3 years	3 years
Solar Canopies	Structure	10 years	20 years
	Electrical / Solar	2 years	2 years

Exclusions

This guarantee does not apply in the following circumstances:

- Damage resulting from vandalism
- Any loss arising from non-compliance with your responsibilities outlined above
- Site conditions that are experienced post settlement that are outside of our control
- Damage caused by storms, fire or flooding
- Damage caused by trees growing near the footing of your product
- Damage caused by external factors beyond Landmark Products' control
- Fair wear and tear
- Misuse or neglect
- Removal and reinstallation of product
- Failure to follow the maintenance guidelines provided by us including but not limited to establishing appropriate drainage
- Any renovations, additions or other structural changes undertaken post settlement
- For the avoidance of doubt this structural guarantee does not cover items of a non-structural nature such as any marks or scratches
- Superficial weathering effects such as colour changes, minor splits, cracks, minor shrinkage or expansion of timber components due to climatic variations
- Other typical aging characteristics of all components that do not impact on structural integrity



Disclaimer

This warranty is limited to the terms detailed above. The company accepts no responsibility for any product failure arising from soil conditions, location, assembly or installation when not carried out by Landmark Products Pty Ltd. Appropriate warranties and guarantees with respect to these items should be obtained from the installation contractor.

The Company shall not be liable on any basis whatsoever for any loss including property and personal loss or consequential loss other than as set out above. This warranty shall be limited to the replacement or repair of the shelter(s), or the cost of replacement as the company may elect.

Failure to properly maintain the product will void this warranty.