

# Limited Structural Warranty Shelters (Transferable\*)



## Introduction

Landmark Products offer two levels of limited structural warranty on shelters.

1. Landmarks 10-year warranty applies to shelters supplied by the company but installed by others
2. Landmarks 20-year warranty applies to shelters which are supplied by Landmark and Installed by Landmark or an approved (by Landmark) installation company.

## General

The Company, Landmark Products Pty Ltd, warrants that its shelters 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 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 shelters for 10 (or 20) years 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. 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 to remove corrosive pollutants.

## Transferability\*

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

## 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 shelter
- Damage caused by external factors beyond Landmarks control
- Fair wear and tear
- Misuse or neglect
- 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 to the shelter 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.

## 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.

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.

