



20 Year Warranty

What is covered by this Warranty and for how long?

Duralok Pty Ltd (“**Duralok**®”) warrants to the original purchaser that its **Duralok**® fence products will be free from manufacturing defects because of defects in material and manufacturing defects subject to certain limitations and conditions as described further herein for a period of 20 years from the date of the original purchase.

The **Duralok**® brand of PVC privacy fence, unless otherwise specified, has been designed for wind conditions so noted as Australian Region A.

This warranty includes such defects as:

- blistering
- warping
- corroding
- rotting
- flaking
- rust
- peeling or
- abnormal discoloration of surfaces

The period of this warranty is 20 years from date of original purchase.

This warranty only applies to the **Duralok**® brand of PVC products supplied by **Duralok**® or its authorised distributors or agents, and does not extend to any accessories supplied by **Duralok**® or its authorised distributors or agents made from other materials, including but not limited to metal or aluminium and is subject to the installation being carried out in accordance with the **Duralok**® installation instruction as amended from time to time available on the **Duralok**® web site. If the **Duralok**® fence has been compromised in any form because of faulty workmanship and faulty installation **Duralok**® may, at its discretion, declare the Warranty null and void in relation to the sections/area subject to the faulty installation.

Except for the express warranty set forth above, **Duralok**® grants no other warranties, express or implied, by statute or otherwise, regarding the products, their fitness for any purpose, their ability to withstand uncharacteristic or abnormal wind conditions, its quality, its merchantability, or otherwise.

Liability under the Warranty shall be limited to replacement and/or repair of supplied product. In no event shall **Duralok**® be liable for the cost of procurement of substitute goods by the customer or for any special, consequential or incidental damages for breach of warranty.

Duralok® shall not be liable for any consequential damages of any kind, including but not limited to, labour costs for installing or removing product, loss of time, inconvenience, incidental or special damages of any kind, whether or not such loss was caused by negligence, breach of contract or warranty on the part of **Duralok**®, its employees, authorised distributors or agents.

The coverage under this warrant is extended only to the original purchaser of the **Duralok**® fence and ends upon the sale or death of the owner of the property onto which the product was placed (subject to heading titled ‘*Limited Warranty and Transfer to New Purchaser of Property*’ below).

In providing compensation or replacement of product in which the warranty is accepted, **Duralok®** reserves the right, at its absolute discretion to refund the amount paid by the original purchaser for the product only (not the initial installation cost) in lieu of all other claims. **Duralok®** may refund a percentage of the original purchase cost calculated as factor of the number of years the product has been installed against the warranty period.

What about livestock enclosure features of the **Duralok®** Fence?

The **Duralok®** Post and Rail system is ideal for rural fencing solutions and does achieve the outcome of providing containment of a variety of livestock. However, the purpose of the fencing is not meant to provide “secure” containment. **Duralok®** specifically does not warrant that its products are suitable for the “secure” containment of animals or livestock. The **Duralok®** Post and Rail Fence Systems are designed to disconnect or break upon any heavy impact, thus lessening the potential for injury to the person, machinery or animal causing such impact. In saying this however, **Duralok®** does not warrant that no injuries will be caused through such an occurrence, as the circumstances of such occurrence are totally beyond its control.

What is not covered by this Warranty?

Companion products for whatever purpose that are used with or to aid in the installation of the **Duralok®** products are not covered by this warranty. In addition, all the following are expressly excluded from this warranty:

- Compensation other than being furnished with replacement **Duralok®** Fence PVC products
- Compensation for defective fabrication and/or installation work not performed directly by **Duralok®** or its employees. For example, the installation contractor as contracted by the consumer/end user is responsible for installation defects.
- Compensation relating to components or materials manufactured by companies other than **Duralok®** and which may or may not have been combined with **Duralok®** materials.
- Compensation for removing materials and/or mildew applied and/or accumulated on the products after the product was manufactured or supplied by **Duralok®**.
- Compensation for hardware or other non-PVC items replacement or removal.
- Compensation for damage due to misuse, vandalism, accidents or acts of God.
- Compensation for insurable loss.
- Compensation for discolouration or other damage caused by air pollution, mildew, exposure to harmful chemicals or normal weathering from the elements.
- Compensation for damage caused by chemicals used in ‘tagging’ or ‘graffiti’ type products.
- Compensation for **Duralok®** products that have been combined or incorporated into structures other than those manufactured by **Duralok®** or that have been altered by the addition of paints and/or chemicals not recommended by use with Polyvinyl Chloride (PVC).
- Damages due to distortion, collapse or settling of the ground or structure on which the **Duralok®** product(s) have been installed.
- Damages to or incurred to livestock caused by the livestock impacting the fence for whatever reason (refer to section above “What about livestock enclosure features....?” above).
- Recoveries for consequential or incidental damages.
- Compensation for **Duralok®** products in respect to damages caused by air pollution including but not limited to metal oxides or metallic particles, discolouration due to normal environment conditions, exposure to harmful chemicals or normal weathering from the elements.
- Compensation in those circumstances that are beyond reasonable control of **Duralok®** including without limitation fire, natural disaster, unreasonable wind conditions, earthquake, hail, flood, wind storm, accident or other acts of God (“Force Majeure”).

What rights does **Duralok®** have in normal product development?

Duralok® will from time to time change, alter or add to its product range of product formulation and retains the right to discontinue or modify any of its products, including the colour, without notice to the end consumer and therefore if it becomes necessary for **Duralok®** to replace any material under this Warranty, it may substitute products designated by **Duralok®** to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

As the purchaser, what must I do now to ensure that **Duralok®** has my purchase logged for future reference?

The purchaser should sign and return the original of this warranty (which can be downloaded from the web site) together with proof of purchase within 60 days to **Duralok®** and retain a copy for their files.

Failure to do may, at **Duralok®**'s discretion, render this warranty nul and void and relieve **Duralok®** of all non-statutory warranty obligations.

Notification should be sent to:

Duralok Pty Ltd
National Head Office for Australia and New Zealand
1st Floor, 90 Burswood Rd
Burswood WA 6100

Limited Warranty and Transfer to New Purchaser of Property

Notwithstanding heretofore conditions, **Duralok®** does offer a process by which this warranty can be effectively transferred to a new owner of a property on to which the **Duralok®** product has been installed by providing to **Duralok®** a written request of transfer, proof of original purchase and a transfer fee of \$40 within 45 days from the date of the signing of the Transfer of Title (a copy of the Transfer of Title should be provided along with the proof of purchase).

Failure to request such transfer as detailed in the paragraph above within the time frame set out shall relieve **Duralok®** of any further obligation under this warranty.

Such requests should be mailed to the Duralok Pty Ltd head office at 90 Burswood Rd., Burswood, Western Australia 6100.

Limitation of this Warranty

Duralok® reserves the right to refund the purchase price as paid by the original purchasers for the product only (meaning, any accessories and installation costs are not covered by this warranty), in lieu of other claims. At its sole discretion **Duralok®** may refund a percentage of the original purchase cost calculated by dividing the number of years the product has been in use by the term of this warranty.

This warranty is in lieu of all other warranty whether they be expressed or implied by any party whatsoever and **Duralok®** makes no representations as to its product range be suitable for any specific purpose, except where a particular term or clause of any statutory warranty may not be varied by agreement between **Duralok®** and the original purchase.

The parties to this warranty agreement effectively agree that any legal jurisdiction of the magistrates' court that may be need shall be that of the State of Western Australia, Australia for any disputes arising from this warranty.