



LIMITED WARRANTY

PEAK PRODUCTS CORPORATION (Peak) provides the following warranty in relation to any one or more components used to assemble an entire Peak Aluminium Balustrade system manufactured by or on behalf of Peak (Product).

WARRANTY

Peak warrants that, subject to the exclusions and limitations below, the Product provided by Peak will be free from defects in materials and workmanship in the course of manufacture and that the finish on the Product will not chip, peel, flake or blister under conditions of ordinary use and wear for a period of Twenty (20) years from the date of purchase (Warranty Period). The Warranty Period commences on the date of sale of the Product by the authorised retailer to the original purchaser (Owner). The warranty is offered only to the Owner. It does not cover Product that is purchased second hand.

If a defect appears in the Product before the end of the Warranty Period and Peak finds the Product to be defective in materials or workmanship, Peak will, in its sole discretion, either:

- (a) replace, repair or refinish the Product or the defective part of the Product free of charge; or
- (b) cause the Product or the defective part of the Product to be repaired, replaced or refinished by a qualified repairer free of charge; or
- (c) refund the purchase price of the Product to the Owner.

Peak reserves the right to discontinue or change the design or colour of the Product at any time and without notice or liability. If, for any reason, the Product of the type or finish originally installed is no longer available from Peak at the time that Peak acknowledges that a claim will be covered, Peak may refund the original purchase price or substitute product determined by Peak in its sole and absolute discretion to be of comparable quality and price.

In the event of repair or replacement of the Product under this warranty, the warranty applicable to the replacement material or to the repaired or replaced Product so provided will extend only for the time remaining under the original Warranty Period.

It is essential to fully read and follow the installation and maintenance instructions which accompany the Product. Failure to do so may result in damages or injury, for which Peak accepts no responsibility. For safety and use instructions, please refer to any installation instructions (Instructions) enclosed with the Product, displayed on our packaging or on our website at www.peakbalustrade.com.au and www.peakbalustrade.co.nz.

WARRANTY CLAIMS

1. If a fault covered by warranty occurs, the Owner must first promptly provide written notification and details of any defect in the Product (including a full description of the defect and a photograph of the same) to Peak or its authorised agent.
2. Any warranty claim must be accompanied by proof of purchase (such as a receipt).
3. If directed by Peak, the Owner must allow for inspection of the Product on site where the allegedly faulty Product is installed.
4. This warranty is limited to defects in the materials or workmanship of genuine Peak Product. It also does not cover accessories additional to the Product and/or expendable parts.

EXCLUSIONS

The warranty will not apply where:

- (a) the Product has been on-sold or assigned by the Owner;
- (b) the Product has been installed, used, modified, or maintained other than in accordance with the Instructions provided by Peak;
- (c) Peak cannot establish any fault in the Product after testing;
- (d) the Product has been used other than for the purpose for which it was designed, including misuse, overloading, installation in commercial application, and/or failure to assemble, fit or install the Product in accordance with applicable Instructions;
- (e) the Product has been installed and/or used other than in residential applications. In this context, "residential application" means a single family detached housing unit, a detached duplex housing unit, or residential living apartment or unit, as the case may be, that is owned by the Owner and occupied by him or her as a place of residence and that is not used either in whole or in part as a rental property or for any other purpose;
- (f) the Product has been subjected to abnormal conditions, whether of temperature, water, humidity, pressure, stress or similar;
- (g) the Product is subject to continued ongoing use after a defect or fault is detected;
- (h) the Product has been subjected to normal wear, tear, weathering and damaging effects of sunlight and extremes of weather and atmosphere which may have caused any surface to fade, chalk, or become soiled or stained;
- (i) the Product has been subjected to accidental or intentional damage, collision, crash, impacted by foreign objects or vandalism;
- (j) the Product has settled or been subject to structural shrinkage, distortion or expansion of the property or

- property structure;
- (k) the Product has been exposed to harmful or corrosive chemicals, including harmful cleaning compounds and pesticides, fertilizers, fumes, or vapours;
 - (l) the surface of the Product has deteriorated due to air pollution, seacoast environment, airborne stains, mould, or mildew;
 - (m) the Product has been subject to warping or distortion due to exposure to excessive heat sources or exposure to unusual or excessive reflective heat sources;
 - (n) the Product has developed cracking or crazing due to cold temperatures; and
 - (o) the Product has been subjected to fire, lightning, flooding, hurricane, tornado, windstorm, earthquake, hail, other acts of God, or any other causes beyond the contemplation of Peak.

NOTE: This warranty does not cover the repair or replacement of the Product due to normal wear and tear or degradation.

OTHER EXCLUSIONS

This warranty is void and Peak shall have no responsibility or liability if:

- (a) the Product was not purchased new from an authorised Peak distributor;
- (b) the Product was installed or used with a competitor's product or system, or used with a product or system not within the contemplation of Peak;
- (c) the Product was installed using improper fasteners, methods or techniques, or in nonconformity with applicable building codes or best building practices; or
- (d) repairs, modifications, alterations or any changes of any kind were undertaken on the Product without prior written authorisation from Peak.

LIMITATIONS

Peak makes no express warranties or representations other than as set out in this warranty statement. The repair or replacement of the Product or part of the Product is the absolute limit of Peak's liability under this express warranty. To the extent permitted by law, Peak will not be liable to the Owner or any other person for any consequential, incidental, direct or indirect loss, damage or costs incurred or suffered by the Owner or any other person, including but not limited to damage to persons or property, damage to the Owner's or a third party's vehicle or property, loss of turnover, loss of profits, loss of business or goodwill. To the extent permitted by law, Peak is not otherwise liable for or in connection with the assembly, manufacture, design, supply or use of the Product, or the description, quality, condition, performance, merchantability, acceptability or fitness for purpose of the Product.

The Owner is responsible to determine whether the Product is appropriate for the intended use and comply with applicable building codes, local planning laws and permits as necessary. Peak will not be liable for any dispute, litigation, disagreement, payment, or any problems that may arise, regarding compliance with the applicable building codes, local planning laws or permit requirements in relation to installation of the Product.

The Owner indemnifies Peak from every liability, loss, damage, cost or expense directly or indirectly incurred or suffered by Peak caused by or contributed to by the Owner's failure to adequately provide or display safety markings or safety information on or with the Product, comply with any law about the Product or its use, or take any reasonable precaution to bring to the attention of any potential users of the Product any dangers associated with Product.

STATUTORY RIGHTS AND EXCLUSIONS – AUSTRALIA ONLY

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods which cannot be so excluded, restricted or modified.

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 for 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.

STATUTORY RIGHTS AND EXCLUSIONS – NEW ZEALAND ONLY

The benefits of this warranty are in addition to any rights and remedies imposed under the New Zealand Consumer Guarantees Act (1993) that cannot be excluded. For Product sold in New Zealand, these guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act.

You are entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality. You are also entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. Peak does not undertake that repair facilities and replacement parts will be available for the Product in New Zealand and may require the Product to be made available for the Owner from overseas affiliates. What constitutes a major failure is an objective test of reasonableness and not necessarily an individual consumer's point of view.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the New Zealand Consumer Guarantees Act and other laws.

CONTACT DETAILS

PEAK PRODUCTS CORPORATION
warranty@peakbalustrade.com.au
(AUS) www.peakbalustrade.com.au/warranty
(NZ) www.peakbalustrade.co.nz/warranty

DISTRIBUTED BY ZENEXUS
27 Zilla Court, Dandenong, VIC, 3175
(AUS) 1300 734 714
(NZ) 0800 800 040

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