

STEPSOLVE AUSTRALIA

WARRANTY AND AUSTRALIAN CONSUMER LAW GUARANTEES

By purchasing a STEPSOLVE Australia Pty. Ltd. ("STEPSOLVE") product, you can be confident that the product has been designed and manufactured to the high standards of quality and reliability for which STEPSOLVE products are renowned.

WARRANTY

1. Warranty STEPSOLVE warrants that each of its products will be free of defects in material and workmanship for the periods set out in the Annexure from the date of purchase of the product, subject to the limitations and exclusions set out below ("Warranty").

2. Project and Commercial Quantity Warranty STEPSOLVE may, on application, offer extended or special circumstance warranties. For customers purchasing commercial quantities or project quantities, please contact STEPSOLVE to discuss your warranty requirements. Any extended or special circumstance warranty must be agreed in writing by STEPSOLVE prior to purchase and is subject to the terms of this Warranty unless expressly stated otherwise.

3. Limitations Unless otherwise expressly provided for in writing and subject to the exclusions set out in this Warranty:

- **(a) Stainless Steel** STEPSOLVE uses 316 marine grade stainless steel in the manufacture of our steel tactile guidance systems. This grade of stainless steel is not stain free but stains less when compared to ordinary stainless steel. Tea staining is a natural process that may happen to all grades of stainless steel products if not cleaned regularly and pursuant to STEPSOLVE instructions. The Warranty therefore does not cover tea staining of stainless steel products.
- **(b) UV Resistance** All products regardless of materials used will eventually exhibit some degree of colour fade or degradation when exposed to UV radiation. The Warranty therefore does not cover UV degradation.

4. Claiming on the Warranty(a)

(i) If you purchased a STEPSOLVE product and wish to claim on the Warranty, you must, at your own expense:

- (A) return the product securely packed to protect against damage to the product; and
- (B) provide details of:
 - (I) the claim on the Warranty;
 - (II) proof of original purchase; and
 - (III) your name, address, email address and telephone number, to STEPSOLVE within the respective warranty period referred to in the Annexure.

(ii)

- STEPSOLVE will assess any claim you may make on this Warranty and if, in STEPSOLVE'S reasonable opinion, this Warranty applies, STEPSOLVE will at its own option and cost
- (i) provide you with the same or (if the same product is no longer available) the closest similar STEPSOLVE product; or
- (ii) repair the product and return it to you; or
- (iii) refund the price you paid for the product.
- This is the only obligation of STEPSOLVE under this Warranty.
- STEPSOLVE will bear its own expenses of doing those things, and you must bear any other expenses of claiming on this Warranty.

(c) If products are returned to STEPSOLVE for which, in STEPSOLVE'S reasonable opinion, this Warranty does not apply, the products will be returned to you freight collect.

5. Exclusions This Warranty does not apply to:

- (a) STEPSOLVE products which have been improperly installed or fitted or for which the STEPSOLVE installation and fitting instructions have not been followed;
- (b) STEPSOLVE products which have not been properly maintained in accordance with STEPSOLVE 'S care and maintenance recommendations.
- (c) STEPSOLVE products which have been used in a way or manner not within the scope and limitations of the technical and other specifications for the products published from time to time by STEPSOLVE;
- (d) STEPSOLVE products which are made using components or specifications provided or requested by someone other than STEPSOLVE;
- (e) fair wear and tear;
- (f) STEPSOLVE products which have been modified or repaired without the written authorisation of STEPSOLVE;
- (g) STEPSOLVE products which have been subject to accident, abuse, misuse, neglect or damage;
- (h) defects or deterioration caused to STEPSOLVE products from being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity that exceed the tolerances as set out by STEPSOLVE from time to time;
- (i) STEPSOLVE products which are not new when purchased by the original purchaser;
- (j) anyone other than original purchasers of new STEPSOLVE products;
- (k) STEPSOLVE products which are sold by STEPSOLVE or a retailer of other reseller of STEPSOLVE as "B" class or seconds;
- (l) STEPSOLVE products which were not originally sold in Australia by STEPSOLVE
- (m) the removal, refitment or replacement of STEPSOLVE products or associated charges; or
- (n) personal injury, property damage, consequential or economic loss, howsoever caused

6. Australian Consumer Guarantee The following guarantee applies only to a "consumer" as defined in the 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 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.

7. STEPSOLVE contact details: STEPSOLVE address, telephone number and email address are: Stepsolve Australia, 3/29 Adam Street, Hindmarsh SA 5007 P: 08 8340 9964 Email: info@stepsolve.com.au

ANNEXURE – WARRANTY PERIOD

PRODUCT RANGE	WARRANTY PERIOD (clause 1 above)
Stepsolve Stainless Tactile Guidance Products	10 years
TacWay Pad Polymeric Tactile Guidance Products	2 Years
TacWay Tile Plastic Tactile Guidance Products	2 years
TacWay Stud Plastic Tactile Guidance Products	2 years
Porcelain Tactile Guidance Products	10 years
Safety Stair Nosings	5 Years
Stepsolve Grit Coated Nosings & strips	5 Years