

Acoustek Product Warranty

Acoustek Product has been installed at:

Project:

Installer:

Date of Installation:

Purchase by:

Purchase Date:

Product Supplied:

Acoustek Australasia Pty Ltd
Acoustek-UK Ltd

ACN 638 046 438
Co Number 11432755

Warrants that Acoustek Products are fit for the purpose intended of absorbing reverberate noise and are free from any defects in manufacture and materials.

Subject to the conditions and exclusions set out in this warranty document, the products shall not materially degrade for a period of 10 years from the date of purchase in circumstances where:

- Acoustek product is used for internal applications only
- Acoustek product has been installed in accordance with Acoustek installation guide enclosed with each product package.

Making a Warranty Claim

Notification of a warranty claim must be made to Acoustek prior to any return or attempted rectification of the product. Acoustek must be given a reasonable opportunity to inspect the alleged fault in-situ. Failure to do so may result in voiding this warranty.

To make a claim under the warranty, you must contact:

Australia sales@acoustek.com.au Ph +61 (0)418 792 788

UK/Europe sales@acoustek-uk.com Ph +44 (0)7394 442 520

All expense incurred making a warranty claim will be borne by the claimant. Acoustek will require reasonable documentation supporting the claim to be provided.

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Warranty Exclusion

The warranty will cease to apply on Acoustek products where:

- products are exposed to direct sunlight, as colour fastness may be affected
- products are used as movable screens
- products are not suitably supported by Acoustek mounting system
- the relevant deterioration of any part of the product is consistent with normal wear and tear of the product in its relevant application
- the product is used in any manner inconsistent with the normal or advertised use
- products are damaged in transit or through wilful or accidental damage by third parties;
- product is damaged or not installed in accordance with Installation Guide. Note: installation related issues must be addressed by the installer;
- faults to products are caused or contributed to by the customer or any third party;
- product installed is not in accordance with provisions of the current National Construction Code (NCC) regulations and standards, good trade practices or is incorrectly designed or under-engineered
- damage to the product arises from external causes outside Acoustek's control including but not limited to; building structure movement, welding or similar heating, pollution, exposure to conditions that would normally be deleterious to polyester products, mechanical damage, electrical or electrolytic damage, water damage, incorrect cleaning; neglect, fire, explosion, radiation, collision or other accident, acts of God, wars, riots, civil commotion, vandalism, or malicious damage, adverse weather conditions (such as for example hail storms) and the like (unless such damage is caused by the negligence or omission of Acoustek or its employees).

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Remedies

In the event that Acoustek product fails to meet the terms of the Warranty referred to above, and such failure is caused by the direct result of a defect in the material, Acoustek will at its option repair or replace the product or refund the original invoice value of the product.

To the maximum extent allowed by law, Acoustek are not liable for any expenses or back charges including labour and transport associated with replacement of defective product. Acoustek reserves the right to charge for any service on product not covered by this warranty.

This Warranty does not exclude, restrict or modify the application of any condition, warranty; guarantee, right or remedy conferred or implied under any provision of any statute including the Competition and Consumer Act 2010 (Cth) where to do so would contravene the relevant statute.

Consumer Law

The warranties above are provided in addition to other rights and remedies available in respect of the acquisition of products by a “consumer” (as deemed in the Competition and Consumer Act 2010 (Cth)).

The following applies in respect of Australian sales to a ‘consumer’ as set out in the Competition and Consumer Act 2010 (Cth): 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.