

**WARRANTIES OF IQ SHUTTERS PTY LTD (ACN 138861720) TRADING AS IQ SHUTTERS AWNINGS + BLINDS; AND FUTURE BLINDS (“IQ SHUTTERS”)**

**1. Warranties**

- 1.1 IQ Shutters provides the following warranties:
- (a) Aluminium shutters manufactured by IQ Shutters - 25 years for construction and 10 years on powder coat paint
  - (b) Roller blinds by IQ Shutters – 1 year for construction
  - (c) Installations by IQ Shutters – 1 year for installation only (i.e. products are subject to separate warranties as outlined in these T&Cs)
- 1.2 Suppliers to IQ Shutters provide the following warranties:
- (a) Oasis Poly Shutters – 20 years construction and 5 years paint
  - (b) Paulownia Timber – 5 years construction and 5 years paint
  - (c) Premium Basswood – 5 years construction, 5 years paint and 3 years stain
  - (d) Panel Glides, Roman Blinds, Venetians Blinds, Curtains and other Blinds - 1 year for construction
  - (e) Versadraperies – 2 years for construction
  - (f) External awnings including: Drop Arm and Folding Arm Awnings: 5 year manufacture, 5 year componentry
  - (g) External awnings including: Auto Lock Arms and Multistops: 1 year manufacture
  - (h) Ombra Zipguides (zipcreens) - 2 years for construction.
  - (i) Security Screens: SecureView 11 years
  - (j) Motors - limited manufacturers’ warranty (exclusions apply). Not covered for water damaged or burnt out
- 1.3 Where Goods supplied by IQ Shutters are installed or incorporated into products not supplied by IQ Shutters, IQ Shutters will not be liable for any defect in that product.
- 1.4 IQ Shutters will repair or replace aluminium products with manufacturing defects to a standard that provides the same degree of serviceability or functionality that a product without defect would otherwise have.
- 1.5 Any warranty provided by IQ Shutters excludes all other defects including defects caused or contributed in whole or part by, or resulting from, any of the following:
- (a) Abuse, misuse, or neglect.
  - (b) Circumstances where the products are used for purposes other than the intended use.
  - (c) Natural disasters such as flooding, windstorms, and lightning.
  - (d) Damage caused by the external environment in which the products are situated.
  - (e) Alterations to the products or their installation by any person not authorised by IQ SHUTTERS; and/or
  - (f) Failure to follow IQ Shutters prescribed “Care and Maintenance” procedures.
- 1.6 Any warranty provided by IQ Shutters is not transferrable by the Customer.
- 1.7 IQ Shutters does not warrant the Goods and/or Services are fit for any purpose whether made known by the Customer or any third party to IQ Shutters or any member of IQ Shutters personnel.
- 1.8 IQ Shutters excludes all express and implied conditions and warranties in relation to the Goods and/or Services and this Agreement except those conditions or warranties detailed in this clause 1 and that cannot be excluded by law.
- 1.9 Nothing in these T&Cs are intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or any equivalent Act of any State or Territory of Australia except to the extent permitted by such Acts.

**2. Liability**

- 2.1 IQ Shutters’ liability for any Liability or Claim in relation to these T&Cs, the Contract, and any supply of Goods and/or Services will be limited to the amount of the Price paid by the Customer to IQ Shutters.
- 2.2 IQ Shutters will not be liable to the Customer or any other person for any Liability or Claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.

**3. Indemnity**

- 3.1 The Customer indemnifies IQ Shutters and each member of IQ Shutters’ Personnel on a full and continuing indemnity basis from and against any Liability or Claim arising directly or indirectly in relation to:
- (a) the Customer’s breach of these T&Cs or any Contract.
  - (b) the negligence or wilful misconduct of the Customer or any member of the Customer’s Personnel.
  - (c) damage to the property of the Customer or any third party during any Installation of Goods.
  - (d) any breakage, spillage or contamination of Goods during any transport or Installation.
  - (e) the Goods and/or Services not being fit for any particular purpose.
  - (f) the Customer or any member of the Customer’s Personnel directly or indirectly causing any delay in the supply of any Goods and/or Services; and/or
  - (g) the Customer or any member of the Customer’s Personnel refusing to accept any Installation or purporting to cancel a Contract.

**4. Termination**

- 4.1 IQ Shutters may immediately terminate, or suspend the performance of, any Contract and the Customer must immediately pay any money owed to IQ Shutters if:
- (a) the Customer breaches a term of these T&Cs or any Contract and does not remedy the breach within 7 days.
  - (b) the Customer breaches a term of these T&Cs or any Contract which is not capable of remedy; and/or
  - (c) an Insolvency Event arises in relation to the Customer.

**5. Miscellaneous**

- 5.1 These T&Cs or any Contract may only be amended with IQ SHUTTERS’ express written agreement. Any waiver by IQ Shutters must be express and in writing.
- 5.2 IQ Shutters’ rights under these T&Cs or any Contract do not exclude any other rights IQ Shutters may have at law.
- 5.3 If any provision of these T&Cs or any Contract is unenforceable, the provision will be severed, and the remaining provisions will continue to apply.
- 5.4 IQ Shutters may assign any rights or benefits under any Contract or these T&Cs or any Contract to any third party. The Customer may only assign any rights or benefits under any Contract or these T&Cs or any Contract with IQ Shutters’ prior written consent.
- 5.5 These T&Cs and any Contract will be governed by the law of the State of Queensland, Australia.