



20-Year Warranty Statement

Issued by Erect-A-Rack Pty Ltd

This warranty is provided in addition to the consumer guarantees under the Australian Consumer Law.

1. Statutory Rights

- 1.1. This Warranty is provided by Erect-A-Rack Pty Ltd and is in addition to, and does not purport to exclude, restrict, or modify, the statutory consumer guarantees provided under the *Competition and Consumer Act 2010*.
 - 1.2. Under the Australian Consumer Law, where goods are supplied to a consumer (as defined in section 3 of the Australian Consumer Law), those goods come with non-excludable consumer guarantees. If a product or part fails to comply with a consumer guarantee and the failure constitutes a major failure, the consumer is entitled to a replacement or refund, and to compensation for any other reasonably foreseeable loss or damage. For a failure that does not amount to a major failure, the consumer is entitled to have the goods repaired or replaced.
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2. Warranty Coverage

- 2.1. Erect-A-Rack provides the following express warranty in relation to **new** Erect-A-Rack branded products and components that are supplied and installed by Erect-A-Rack or its authorised representatives.
 - (a) A standard five **(5) year** manufacturer's warranty period from the Date of Delivery applies only to all Erect-A-Rack Products and new materials supplied by Erect-A-Rack..
 - (b) An extended warranty period of **twenty (20) years** from the Date of Delivery applies to structural integrity and manufacturing defects in Erect-A-Rack branded Products supplied and installed by Erect-A-Rack or its authorised representatives, subject to the terms and conditions set out herein.
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3. Structural Warranty

- 3.1. Erect-A-Rack warrants that, for a period of twenty (20) years from the Date of Delivery, the structural components of the Product will be free from structural failure resulting from defects in materials or workmanship under normal usage conditions.
 - 3.2. In the event of structural failure within the warranty period, Erect-A-Rack shall, at its sole discretion:
 - (a) Repair the defective Product or part; or
 - (b) Replace the defective Product or part with a new or equivalent product or part.
 - 3.3. This structural warranty shall be void where the failure arises from:
 - (a) Use of the Product outside of Erect-A-Rack's specified design or load capacities;
 - (b) Misuse, neglect, improper installation, or unauthorised modifications;
 - (c) Damage arising from external sources including, without limitation, collision, natural disasters, or exposure to corrosive environments.
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4. Materials and Workmanship Warranty

- 4.1. Erect-A-Rack further warrants that, for a period of twenty (20) years from the Date of Delivery and installation, the Products will be free from defects in materials and workmanship, provided they are used and maintained in accordance with Erect-A-Rack's instructions.
 - 4.2. This warranty is conditional upon:
 - (a) The Customer bearing the cost of inspection unless otherwise agreed in writing;
 - (b) The Customer promptly replacing parts identified by Erect-A-Rack as deteriorated due to wear and tear or environmental conditions; and
 - (c) The issuance of annual or as required warranty certification by an authorised service provider, contingent on satisfactory inspection outcomes.
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5. Exclusions and Limitations

- 5.1. This Warranty shall not apply in respect of:
- (a) Second-hand or used materials, which are supplied on an “as-is, where-is” basis without warranty of any kind;
 - (b) Products modified, repaired, or altered by unauthorised third parties;
 - (c) Products relocated from their original installed location without recertification by Erect-A-Rack;
 - (d) Products subjected to abnormal or excessive use, improper storage, or non-standard environmental exposure.
- 5.2. Any breach of maintenance requirements or operational instructions provided by Erect-A-Rack shall render this Warranty null and void.
- 5.3. If any Erect-A-Rack installed product or part is to be removed from an installation, moved to another location and is intended for active service at the new location, the Erect-A-Rack product or part must be re-certified by Erect-A-Rack (which certification may be withheld in Erect-A-Rack’s absolute discretion) in order to maintain this warranty.
- 5.4. Erect-A-Rack reserves the right to make improvements to any product or part as to design, materials or otherwise without incurring any obligations to install or make such improvements to any Erect-A-Rack product or part already supplied.
- 5.5. Any dispute regarding the terms or conditions of this warranty shall be resolved by Erect-A-Rack, the outcome of any such dispute to be as determined by Erect-A-Rack in its absolute discretion.
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6. Warranty Claims

- 6.1. All warranty claims must be submitted in writing to Erect-A-Rack within a reasonable time following discovery of the alleged defect and within the applicable warranty period.
- 6.2. Claims must include the original Date of Delivery, serial numbers (if applicable), and detailed information concerning the alleged defect.
- 6.3. The Customer shall allow Erect-A-Rack or its representatives reasonable access to the site for the purpose of inspection and assessment.
- 6.4. Products must not be returned to Erect-A-Rack without prior written authorisation.
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7. Limitation of Liability

- 7.1. To the extent permitted by law, Erect-A-Rack's liability under this Warranty is limited to one or more of the following at Erect-A-Rack's sole discretion:
- (i) Repair of the defective Product or part; or
 - (ii) Replacement of the defective Product or part with one of identical or equivalent specification.
- 7.2. Except to the extent required by law, Erect-A-Rack shall not be liable for any consequential, indirect, special, incidental, or economic loss or damage, including but not limited to loss of profit, business interruption, or loss of opportunity.
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8. Definitions

- **Customer:** The person or entity that purchases the Products from Erect-A-Rack.
- **Date of Delivery:** The date upon which the Products were first delivered to the Customer.
- **Product:** Any Erect-A-Rack branded item supplied and installed by Erect-A-Rack.
- **Structural Failure:** Cracking, breaking, or collapse of the Product not caused by misuse, neglect, accident, or non-compliance with specifications.
- **Second-Hand:** Previously used Products or materials not sold as new.
- **Workmanship:** The degree of skill and care used in manufacturing and assembling the Product.