



LIFETIME

Introduction

The world-class range of Dexion industrial storage products is designed to perform day in, day out. In fact, Dexion Products are designed to last a lifetime, that's why in addition to our standard 12 month warranty we offer our customers the Dexion Lifetime Product Warranty#.

The Dexion Lifetime Product Warranty covers structural failure and defects in materials and workmanship in specified new products* manufactured by Dexion.

For the Dexion Lifetime Product Warranty to remain valid, Dexion must carry out an inspection of your storage installation and Dexion products during the 12th month of each consecutive 12 month period for the duration of the Dexion Lifetime Product Warranty.

To learn more about the Dexion Lifetime Product Warranty*, simply talk to your sales consultant.

*Lifetime means 20 years, being the estimated lifetime of the Dexion Products; it only applies to Dexion uprights, beams and bracings (Dexion Product).

Lifetime Warranty

*Lifetime means 20 years



Terms and conditions

In addition to the minimum conditions or warranties expressed or implied by the Competition and Consumer Act 2010 (Australian Consumer Law) or other similar legislation relating to the sale of products of this kind in Australia, Dexion (Australia) Pty Limited ABN 83 000 083 956 of Building E1, 22 Powers Road, Seven Hills, NSW 2147 ("Dexion") provides the following commitment in support of a Dexion Product manufactured by Dexion and supplied and installed within Australia ("Dexion Products"):

1. LIFETIME WARRANTY AGAINST STRUCTURAL FAILURE

- 1.1 Dexion warrants to the Customer that if the Dexion Product structurally fails during its Lifetime then the Dexion Product will be repaired or replaced with a new or equivalent product free of charge, subject always to the terms and conditions of this warranty.
- 1.2 This warranty will be void where the Dexion Product has been subjected to application, stress or imposed loadings in excess of that specified by Dexion or misuse, negligence or accident, as Dexion determines, by parties other than Dexion
- 1.3 The Customer must immediately give written notice to Dexion and/or its authorised representative upon discovery of a suspected structural failure or any other defect in the Dexion Product, and allow Dexion access to the place of installation for the purpose of inspecting the Dexion Product and fulfilling its obligations under this warranty.
- 1.4 This warranty is not transferable and only applies to the Customer and any new and previously unused Dexion Product. It does not otherwise apply and is subject to the exclusions set out in clause 4.

2. LIFETIME WARRANTY AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP

- 2.1 Dexion warrants that for the Lifetime of the Dexion Product, the Dexion Product will be free from defects in materials and workmanship and that any Dexion Product that, in Dexion's opinion, has deteriorated due to defects in materials and/or workmanship by Dexion will be replaced or repaired by Dexion without cost to the Customer in accordance with the terms and conditions of this warranty.
- 2.2 For this warranty to remain valid:
 - 2.2.1 the Customer must request and allow Dexion to inspect the installation of the Dexion Product during each consecutive 12 month warranty period for the Lifetime; and
 - 2.2.2 any Dexion Product that, in Dexion's opinion, is damaged or has deteriorated due to normal wear and tear or local environmental conditions, must be promptly replaced at the Customer's cost. Failure by the Customer to replace any Dexion Product or part identified by Dexion as having deteriorated in this way will void the Lifetime warranty.
- 2.3 Unless otherwise notified in writing, Dexion's and/or its representative's inspection during the initial 12-month period of the Lifetime and in subsequent 12 month warranty periods will be charged to the Customer at the rate applicable at the time of the inspection, as notified in writing from time to time by Dexion and/or its authorised representative. The Customer must pay Dexion any such fees or charges promptly and in accordance with Dexion's payment terms; otherwise this Lifetime warranty will be deemed void and of no effect.
- 2.4 After the successful completion of each inspection, and subject to the findings of such inspection being to Dexion's satisfaction (including with respect to the use and maintenance of the Dexion Product), Dexion or its authorised representative will issue an inspection report and/or an invoice confirming the inspection has been carried out and the Dexion Product is covered for the following 12-month period.
- 2.5 This warranty is not transferable and only applies to the Customer and any new and previously unused Dexion Product that has been installed by Dexion and/or its authorised representatives. It does not otherwise apply and is subject to the exclusions set out in clause 4.

3. HOW TO MAKE A CLAIM

To make a warranty claim you should:

- 3.1 Inform Dexion or its authorised representative (such as an authorised Dexion Supply Centre) as soon as practicable after you become aware of the defect or suspected structural failure;
- 3.2 Provide a description of the fault, the Dexion Product serial or identification number, date of delivery and delivery organisation, installation details; inspection reports and or invoices as referred to in clause 2.4 and any additional information reasonably requested by Dexion or its authorised representative to assist in the warranty assessment;
- 3.3 The Customer must not return any of the Dexion Product to Dexion unless specifically requested to do so by Dexion or its authorised representative;
- 3.4 The Customer will be advised if an inspection of the installation of the Dexion Product is necessary within 30 days of being informed of the claim and Dexion or its authorised representative will undertake the inspection as soon as practicable
- 3.5 Within 30 days of carrying out an inspection or receiving a defective Dexion Product for examination, Dexion will determine whether the product was, in fact, defective and whether it is covered by this warranty and will inform the Customer of its determination.
- 3.6 Where recommended by Dexion, the Customer will immediately comply with instructions to repair the installation or replace some of its parts, and/or to unload the installation or suspend the use of the installation of the Dexion Product

Please contact your Dexion Sales Representative to log a claim.

This voluntary warranty is given by: Dexion (Australia) Pty Limited ABN 83 000 083 956.

Business Address: Building E1, 22 Powers Road, Seven Hills, NSW 2147

Phone: 02 9830 5000

Email: Customer.Care@dexion.com.au



Lifetime Warranty

*Lifetime means 20 years



Terms and conditions continued

4. EXCLUSIONS

4.1 This warranty will only apply to a new Dexion Product manufactured by Dexion and will not otherwise apply. The warranty does not apply if the Dexion Product:

- has been subject to misuse, neglect, negligence, damage or accident
- that has been improperly maintained or operated
- has been modified or altered in any way not approved by Dexion
- has not been installed by Dexion or an authorised representative in accordance with the installation instructions in effect at the time of installation
- has not been used for the functions for which the product was designed for or in accordance with any relevant Dexion user manuals or published instructions
- is subject to abnormal use conditions or in excess of any capacity or purpose recommended by Dexion
- has been damaged by an external source regardless of its nature including without limitation damage caused by ultraviolet light or exposure to extreme environmental conditions such as salt or chlorinated air
- is subject to a fault caused by an Act of God or any other external factors outside the control of Dexion

4.2 To the fullest extent permitted by law or statute, Dexion will not be liable under this warranty for any liabilities, claims, damages, losses, costs and expenses of any nature including without limitation loss of market, loss of profit, loss of production or for any financial or economic loss including indirect or consequential loss or damage which may be suffered by the Customer or by any third party arising out of or in any way connected with the Dexion Product, including in respect of failure of the Dexion Product (both structural and defects in materials and workmanship), breach of statutory duty or by reason of tort (including but not limited to negligence) except as provided below.

4.3 Without prejudice to the preceding paragraphs of this warranty the obligations of Dexion under this warranty will be limited to one of the following at the election of Dexion: (i) repair of the Dexion Product; or (ii) delivery and installation of a replacement Dexion Product identical or equivalent to the original product.

4.4 Any modification, repair or alteration of the Dexion Product by any third party or the use of a Dexion Product in conjunction with other brands without Dexion's prior written approval voids Dexion's obligations under this warranty.

4.5 If any Dexion Product is to be removed from an installation, moved to another location and is intended for active service at the new location, the Dexion Product must be re-certified by Dexion (which certification may be withheld in Dexion's absolute discretion) in order to maintain this warranty.

4.6 Dexion reserves the right to make improvements to any product as to design, materials or otherwise without incurring any obligations to install or make such improvements to any Dexion Product already supplied.

4.7 Notwithstanding any other provision of this Lifetime warranty, Dexion's liability arising from, under or in connection with this Lifetime warranty will be limited to the full replacement value of the Dexion Product supplied to the Customer.

4.8 Any dispute regarding the terms or conditions of this Lifetime warranty shall be resolved by Dexion, the outcome of any such dispute to be as determined by Dexion in its absolute discretion.

4.9 This warranty is governed by the laws of New South Wales.

If the Customer is acquiring the Dexion Product from Dexion in the course of Dexion's business and that person is a "consumer" for the purposes of the Australian Consumer Law, then the following condition applies to the exclusion of any other contrary term or condition of the supply;

The Dexion Product comes 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 Dexion Product repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

5. DEFINITIONS

In this warranty:

- 5.1 "Customer" means the party that purchased the Dexion Product from Dexion or an authorised representative.
- 5.2 "Dexion Product" means any new uprights, beams or bracings manufactured by Dexion
- 5.3 "Lifetime" means the total period of twenty (20) years commencing on the date of delivery to the Customer or the date of first commercial usage by the Customer of the Dexion Product.
- 5.4 "structural failure", "structurally fails" or any other "defect means cracking, breaking or collapsing of the Dexion Product not resulting from misuse, negligence or accident.

