



FGS Hardware Warranty

97 Ricketts Rd, Mt. Waverley, VIC

In Australia, 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.

Frameless Glazing Systems Pty Ltd (ABN 75 108 033 825) trading as FGS Hardware of 97 Ricketts Road, Mount Waverley, Victoria 3149 warrants to its immediate customers that our range of Frameless Glass Hardware ("the product") will be free of material defects for a period of two (2) years from the date of invoice, unless otherwise specified.

All warranty claims are subject to inspection by FGS Hardware to determine the cause of defect or failure. The specified warranty will not apply if it is determined by FGS Hardware that "the product" has not been installed and/or maintained in a manner that conforms with instructions and guidelines set out by FGS Hardware.

If a defect covered by warranty appears before the end of the specified warranty period, then FGS Hardware will, in its sole discretion either;

- a. Replace or repair the product or defective part of the product free of charge
- b. Refund of the purchase price of the product

The refund or replacement shall constitute the limit of FGS' liability and obligation for any material defect or functional defect in the product. FGS will not in any way be liable or responsible for labour costs. FGS reserve the right to replace defective parts with parts of a similar quality where the identical part is not available.

If FGS elects to supply another product as a remedy, the warranty on said product will extend for the balance of the original warranty period (warranty will not be reset).

If a defect covered by the warranty occurs, the purchaser must contact FGS at the earliest stage that the defect becomes obvious to enable prompt action and to avoid further damage. Contact must be no later than 1 month from the defect becoming obvious.

Any warranty claim must be accompanied by proof of purchase and full details of the alleged defect and appropriate documentation which stipulates the date of delivery/installation, invoice number, the purchaser's name and address and any maintenance records.

The purchaser must make the product available for FGS inspection and testing.

Exclusions:

The purchaser acknowledges that the products are not indestructible and that some care and maintenance is necessary. Damage caused by circumstances beyond the control of FGS will not be covered under warranty, including damage caused by exposure to abnormal conditions including temperature, water, fire, humidity and abnormal stress.

FGS assumes no responsibility for glass breakage, improper usage, failure of product on account of faulty installation or building construction or design, improper handling or failure to follow FGS guidelines in regards to installation and maintenance of the product.

In the event that the product fails to conform to the FGS warranty as described above, and FGS is notified of such failure in writing, then FGS will supply a replacement product or refund the purchase price of the product. FGS will bear no other expense such as labour costs of any kind, and the customers exclusive remedy, in lieu of all incidental, special or consequential damages, including the case of negligence, is limited to a refund or the supply of a replacement product as described.

FGS Hardware makes no other express warranties or representations other than set out in this warranty. FGS Hardware reserves the right to alter product specifications and introduce improvements at any time.

Specific Product Warranties:

V2 Shower Hinges – 3 Year warranty

Solace Gate Closers – 3 Year Warranty

Acclaim Closers – 5 Year Warranty

V2 Floor Springs & COC's – 10 Year Warranty

Affix Spider and Glass Fittings – 7 Year Warranty