

# 10-Year Panel Warranty

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Doogood Powder Coating Pty Ltd (ACN 125 742 038) ("Doogood") manufactures and supplies steel fencing and provides powder-coating services to fencing contractors Australia-wide for residential, commercial and civil sectors. Doogood is an industry leader when it comes to professional powder-coating services and our team is accredited with both Dulux® and Interpon®. We pride ourselves on producing a flawless finish first time, every time and, on that basis, Doogood is proud to offer a **10-year Warranty** on our Powder-Coated Panels.

## 1. DEFINITIONS

The following expressions shall have the corresponding meanings:

- 1.1 "Authorised Agent" shall mean a business approved by Doogood to undertake warranty work for and on behalf of Doogood;
- 1.2 "Australian Consumer Law" refers to Schedule 2 of the Competition and Consumer Act 2010.
- 1.3 "Customer" shall mean the person, firm or corporation to whom the Products were sold.
- 1.4 "Date of Supply" means the date of delivery of the Products to the Customer.
- 1.5 "Doogood" means Doogood Powder Coating Pty Ltd (ACN 125 742 038);
- 1.6 "Powder-Coated Panels" means "Powder-Coated Panels" means steel and aluminium fence panels, 100% manufactured and powder-coated by Doogood." that are 100% manufactured by Doogood.
- 1.7 "Products" means the Powder-Coated Panels.

## 2. STATUTORY WARRANTY

- 2.1 Doogood is responsible for the provision of warranties under this document.
- 2.2 Doogood acknowledges that the Products come with guarantees that cannot be excluded under the Australian Consumer Law.
- 2.3 Nothing in the Doogood Panel Warranty purports to modify or exclude the guarantees afforded to consumers by the Australian Consumer Law.

## 3. DOOGOOD ADDITIONAL WARRANTY

- 3.1 In addition to the statutory guarantees provided under the Australian Consumer Law, Doogood, as the manufacturer of the Powder-Coated Panels, offers an additional contractual warranty (Additional Warranty) subject to the terms and conditions as set out in this Doogood Panel Warranty document.
- 3.2 The Additional Warranty is personal to the Customer.
- 3.3 Doogood provides the Customer with a 10-year Warranty, in addition to any rights afforded by the Australian Consumer Law, for the Products from the Date of Supply.
- 3.4 Doogood warrants to the Customer that the Products are free from manufacturing faults/defects. If a Product with a manufacturing defect becomes apparent and is reported to Doogood within 10 years of the Date of Supply, and in accordance with the terms and conditions of this Doogood Panel Warranty, then Doogood will, at its sole discretion, repair the defect, or replace the Product.

## 4. LIMITATIONS AND EXCLUSIONS

- 4.1 The Additional Warranty will not apply where:
  - 4.1.1 The Customer is not able to provide proof of purchase, or equivalent documentation, which confirms the relevant Product was purchased from Doogood;
  - 4.1.2 The Customer is unable to provide the relevant warranty registration code for proof of registration of the Doogood Panel Warranty;
  - 4.1.3 The Doogood Panel Warranty has expired (i.e. a period exceeding 10 years has elapsed since the Date of Supply);
  - 4.1.4 There is money outstanding or owed in respect of the Products;
  - 4.1.5 Damage to the Product is caused by accident, abuse, misuse, maltreatment, negligent use, improper or unusual installation, installation by accredited and licensed service agent or technician, abnormal stress or strain, unusual physical or environmental conditions, or neglect of any kind of the relevant products;
  - 4.1.6 The Customer is unable to provide Doogood with evidence that it has undertaken regular scheduled cleaning care and maintenance in accordance with the Doogood Powder Coating Care and Maintenance Policy;
  - 4.1.7 The Products have not been installed in accordance with any national or State standards or regulations, or in accordance with the manufacturer's installation instructions accompanying the Products;
  - 4.1.8 Repair or replacement works have been undertaken on the relevant Products without the prior written consent of Doogood;

- 4.1.9 Modifications are made to the Products that were not approved in writing by Doogood;
- 4.1.10 Damage to finishes on the Product is caused by adhesives, sealants or abrasive or harsh cleaners;
- 4.1.11 Damage to finishes on the Product arises from installation or in connection with installation not performed by Doogood;
- 4.1.12 Damage to finishes on the Product caused by harsh detergents or abrasive cleaners;
- 4.1.13 Where failure of/damage to the Product is as a result of normal wear and tear.
- 4.1.14 Where failure of/damage to the Product is as a result of fires, floods, lightning, heat, earthquake or other acts of God;
- 4.1.15 Where failure of/damage to the Product is as a result of theft, vandalism, explosions, accident or collision;
- 4.1.16 Any Product has been installed within 1 kilometer (1 km) of the sea, or a salt-water environment.

## 5. CUSTOMER'S RESPONSIBILITIES

- 5.1 The Doogood Panel Warranty must be read in conjunction with the Doogood Terms and Conditions of Trade. The rights and responsibilities afforded by this Doogood Panel Warranty are in addition to those outlined in the Doogood Terms and Conditions of Trade.
- 5.2 On receiving delivery of the Product, it is the Customer's responsibility to ensure:
  - 5.2.1 The Products are not damaged prior to installation;
  - 5.2.2 Installation is performed by a suitably qualified tradesperson;
  - 5.2.3 The Customer follows the Doogood Cleaning Care and Maintenance Policy and maintains verifiable records of the cleaning care and maintenance schedule applicable to the Products.

## 6. REGISTRATION

- 6.1 To ensure that their Doogood Panel Warranty is valid, the Customer must obtain a warranty registration code by emailing sales@doogoodaustralia.com.au or calling the Doogood office on 1300 123 342.
- 6.2 The Customer is required to keep record of their warranty registration code.

## 7. WARRANTY CLAIMS

- 7.1 As soon as a Customer becomes aware that a defect exists in the Product(s), the Customer should:
  - 7.1.1 Notify Doogood immediately in writing;
  - 7.1.2 Provide Doogood with the relevant warranty registration code and proof of purchase;
  - 7.1.3 Make arrangements for the return of the products to Doogood, or its authorised agent at an agreed time and location, the costs of which are borne by the Customer.

## 8. CONSEQUENTIAL LOSS

- 8.1 To the extent permitted by law, and subject to the Customer's rights under the Australian Consumer Law, Doogood will not be liable for any costs associated with the removal of any faulty/defective Products or part from any connection, fitting or otherwise, or the installation of any replacement Products, including shipping/freight charges, sales tax, or other charges.
- 8.2 Doogood will not be liable for any claims for labour, additional products or parts associated with an alleged defective Product for repair work not approved in advance by Doogood in writing.
- 8.3 Doogood and its Authorised Agents shall not be held liable in any event or manner for any incidental or consequential damage or injury, including but not limited to, loss of profits, rental or substitute equipment, other commercial loss, or personal injury or death, howsoever caused and whether or not as a result of negligence on the part of Doogood or its Authorised Agents.

## 9. AMENDMENT

- 9.1 Doogood reserves the right to make amendments, changes or edit the terms of the Doogood Panel Warranty.

## CONTACT US

For further information or to make a claim, please contact us by emailing [warranties@doogoodaustralia.com.au](mailto:warranties@doogoodaustralia.com.au)