



**Ecoglo Victoria Pty Ltd**

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## Products Warranty

1. We warrant the Products against defects in materials or workmanship. The term of this warranty is three years from the date of delivery.
2. This warranty assumes correct installation and normal conditions of use and maintenance but does not cover normal wear and tear. This warrant does not cover deterioration due to abuse, mistreatment, natural disasters (eg. fire, flood), exposure to harmful chemicals or environments or any other use or exposure not recommended in our Product literature. In particular, this warranty is void in the following circumstances:
  - 2.1. The Products have been misused, neglected, damaged, abused or involved in an accident.
  - 2.2. The Products have been improperly installed, operated, repaired or maintained.
  - 2.3. The Products have been modified.
  - 2.4. The Products have been used outside their stated specifications, capacity and operating parameters.
3. If you have a claim that, in our reasonable judgement, satisfies the terms of this warranty, we shall replace the defective product (material only).
4. This is an express warranty. It is your sole and exclusive remedy. We disclaim any other express or implied warranties, including warranties of merchantability or fitness for purpose, to the maximum extent permitted by law. Under no circumstances shall we accept liability for any injury to persons, damage to property, loss of profits, loss of operations or other direct, indirect, special, incidental, or consequential losses, costs and damages whether incurred by you, your guests, licensees, invitees or other third parties. Our liability under any circumstance, whether in contract, tort or otherwise, shall not, in the aggregate, exceed the price that you paid for the Products.
5. Some states and provinces do not allow certain disclaimers, limitations or exclusions in warranties. Therefore, the above disclaimers, limitations and exclusions may not apply to you. This warranty gives you specific legal rights. You may have other rights or remedies pursuant to the laws of your state or province. Nothing in this limited warranty should be construed as limiting or restricting any other right or remedy available to you, except as allowed by the law in your state or province.
6. For the purposes of this warranty the term "Products" means Ecoglo branded products as supplied by Ecoglo Ltd.