

SAFEAZ PRODUCT WARRANTY

SafeAZ™

SafeAZ™ | Australian Consumer Law Guarantees

AUSTRALIAN CONSUMER LAW GUARANTEES

TRIO GROUP Australia Pty Limited ACN 008123108
("Trio") guarantees all of its SafeAZ branded products in accordance with the Australian Consumer Law.

SafeAZ™ WARRANTY

1. Warranty

Trio warrants that each of its SAFEAZ™ branded products will be free of defects in material and workmanship including mechanical parts) from the date of purchase of the product with which this document is given, subject to the limitations and exclusions set out below ("Warranty").

2. Limitations

Unless otherwise expressly provided for in writing and subject to the exclusions set out in this Warranty:

a. Finish

The Warranty does not apply to the finishes of SAFEAZ™ branded products nor to cosmetic or appearance damage.

3. Claiming on the Warranty

(a)

- i. If you purchased a SAFEAZ™ branded product from a retailer or other reseller (as opposed to direct from Trio) and wish to claim on the Warranty to the retailer or other reseller, you must, at your own expense:

- a. return the product securely packed to protect against damage to the product; and

- b. provide details of:

- i. the claim on the Warranty;
- ii. proof of original purchase; and
- iii. your name, address, email address (if you have one) and telephone number;

to the retailer or other reseller from whom you originally purchased the product, within the respective warranty period referred to above.

- ii. (A) If you purchased a SAFEAZ™ branded product direct from Trio or otherwise wish to claim on the Warranty direct to Trio, you must, at your own expense:

- i. first contact the TRIO Customer Service Team at the contact details below to:

- a. provide TRIO with details of the claim on the Warranty;
- b. organise to provide TRIO with proof of original purchase; and
- c. obtain a claim number

- ii. securely pack the product to protect against damage to the product;

- iii. include a copy of the original proof of purchase in the pack;

- iv. clearly mark the claim number on the outside of the pack; and then return the product direct to Trio at the address below, within the respective warranty period referred to above.

(B) Products returned direct to TRIO without a claim number may not be accepted by TRIO.

(C) The issue of a claim number and acceptance of returned products by Trio's staff does not constitute acceptance by Trio of the claim on the Warranty.

(b)

TRIO will (or authorise the retailer or other reseller from whom you originally purchased the product to) assess any claim you may make on the Warranty and if, in TRIO's reasonable opinion, the Warranty applies, TRIO will at its own option and cost (or authorise the retailer or other reseller from whom you originally purchased the product from):

- i. provide you with the same or (if the same product is no longer available) the closest similar SAFEAZ™ branded product;
- ii. refund the price you paid for the product.

This is the only obligation of Trio under the Warranty. Trio will bear its own expenses of the execution of the above, and you must bear any other expenses of claiming on the Warranty.

(c)

If products are returned to Trio for which, in Trio's reasonable opinion, the Warranty does not apply, the products will be returned to you freight collect.

4. Exclusions

The Warranty does not apply to:

- a. Trio's SAFEAZ™ branded products which have been improperly installed or fitted or for which the Trio's installation and fitting instructions have not been followed;
- b. Trio's SAFEAZ™ branded products which have been used in a way or manner not within the scope and limitations of the technical and other specifications for the products published from time to time by Trio;
- c. Fair wear and tear;
- d. Trio's SAFEAZ™ branded products which are not new when purchased by the original purchaser;
- e. Anyone other than original purchasers of new Trio's SAFEAZ™ branded products;
- f. The removal, refitment or replacement of Trio's SAFEAZ™ branded products or associated charges; or
- g. Personal injury, property damage, consequential or economic loss, howsoever caused.
- h. Damaged caused by events beyond human control, including but not limited to damage caused by animals or natural events, human caused events, surface tarnishing, cosmetic or appearance damage and/ or damage caused by corrosion, weathering, or other environmental conditions.
- i. Any defect of, or in, any framework or material supporting the product.
- j. Defect workmanship caused by any person including the installer of the product.
- k. TRIO markets its products across third party channels which consumers are able to link to other websites which are not under the control of TRIO. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Products sold via third party channels are not warranted by TRIO.
- l. While we endeavour to keep our information up to date and correct, TRIO makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the information, products, services, or related graphics marketed for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will TRIO be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of the information released.

5. Product Specific Warranty Details

- (a) Trio offers the following product specific warranties and are subjected to warranty clause jurisdiction of sections 2, 3 and 4.

- i. Limited lifetime warranty applies to SAFEAZ™ top pull latches. Trio will replace or make appropriate adjustments upon inspection if defects in normal usage within the warranty period upon purchase are discovered at Trio's discretion
- ii. All other latches are covered by a 5 year warranty. Trio will replace or make appropriate adjustments upon inspection if defects in normal usage within the warranty period upon purchase are discovered at Trio's discretion.
- iii. Gate locks are covered by a 5 year warranty. Trio will replace or make appropriate adjustments upon inspection if defects in normal usage within the warranty period upon purchase are discovered at Trio's discretion.

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- iv. Economy gate hinges are covered by a 2 year warranty. Trio will replace or make appropriate adjustments upon inspection if defects in normal usage within the warranty period upon purchase are discovered at Trio's discretion.
 - v. All other gate hinges are subjected to 2 or 5 year warranty depending on the categories below. Trio will replace or make appropriate adjustments upon inspection if defects in normal usage within the warranty period upon purchase are discovered at Trio's discretion.
 - a. **Category A** - Low and/ or moderate traffic application such as (and not limited to) uses in single or multi-family residences, commercial office buildings, schools, hospitals, home pools, small hotels, and motels. These applications are covered by a 5 year warranty.
 - b. **Category B** - High traffic application such as (and not limited to) uses in theme parks, hotel resorts, railway stations, parking facilities. These applications are covered by a 2 year warranty.
 - vi. Gate accessories are covered by a 5 year warranty. Trio will replace or make appropriate adjustments upon inspection if defects in normal usage within the warranty period upon purchase are discovered at Trio's discretion.
- (b) To maintain warranty for all SAFEAZ™ products, all products should be maintained in accordance with best practices including but not limited to:
- i. SAFEAZ™ products should be inspected annually or more frequently if there is high usage of the gate.
 - ii. Spring tension adjustments should only be made in accordance with directions by Trio.
 - iii. Re-tighten all mounting screws on inspection to ensure proper function.
 - iv. Wipe product gently with a wet sponge to remove loose dirt and debris. To get rid of other harder to remove deposits, use a soft brush and a mild household detergent. Always use detergent that does not contain solvents or petroleum-based chemicals which could damage the product.
 - v. Rinse the detergent from the product with lukewarm water. You can allow to dry naturally or use a cloth to dry.
 - vi. Avoid pressure washing installed products where possible.
 - vii. Spray a non-toxic lubricant on moving parts on gate hinges, locks and latches when dry.

6. Australian Consumer Law Requirements

The Australian Consumer Law also requires TRIO to state in relation to the Warranty that:

- a. TRIO gives the Warranty and the name, address, telephone number and email address of TRIO as:
TRIO Group Australia Pty Ltd.,
494 Churchill Rd, Kilburn, SA 5084.
08 8262 5055
sales@trioaustralia.com.au
- b. The Warranty is in addition to other rights and remedies you may have under a law in relation to the goods to which the Warranty relates.
- c. 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.

Disclaimer

Prior to installation of swimming pool gates, fences and other relevant hardware systems, always consult your state's local council for approvals and/ or requirements.

Responsibility for safety of those in or around the pool and to the extent of SAFEAZ™ products being used around the pool will always fall on the pool owner or operator. Trio and the supplier of SAFEAZ™ products cannot and will not accept such responsibility.

SAFEAZ™ products shall not be modified in whatsoever way other than with respect to the adjustments outlined in the installation instructions. If any SAFEAZ™ product fails to function properly, it should be returned promptly as set out in section 3. Trio will not accept responsibility for unauthorised modifications to or for defective or inadequate maintenance of SAFEAZ™ devices.

