

PAVILION WARRANTY

15 YEAR STRUCTURAL
15 YEAR PAINT FINISH
1 YEAR INSTALLATION

How To.



— STRATCO PROUDLY OFFER A TRUSTED —

15 Year Structural Warranty and 15 Year Paint Finish Warranty

ON ALL STRATCO PAVILION SLIQUE AND GRANDE, DUE TO:

- THOROUGH & CONTINUOUS TESTING OF MATERIALS
- STRINGENT MANUFACTURING CONTROLS
- INDUSTRY LEADING MANUFACTURING TECHNOLOGIES

1 Year Installation Warranty

WHEN INSTALLED BY AN AUTHORISED DEALER

REGISTER YOUR WARRANTY ONLINE AT:
www.stratco.com.au/about/about/warranty-registration/



THE STRATCO *Advantage*

Stratco is a 100% AUSTRALIAN OWNED success story, proudly boasting over 70 years of manufacturing excellence. Stratco operates 15 manufacturing facilities around Australia, employing many hundreds of Australians.

DESIGNED • ENGINEERED • TESTED • MANUFACTURED • GUARANTEED



Large in-house engineering and design team to customise each project to the customer's specific needs.



World class testing facility with a battery of testing processes to ensure the highest quality materials that consistently exceed Australian standards.



Industry leading research and development program to drive innovation in outdoor lifestyle and building products.

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WARRANTY FOR STRATCO PAVILION

This warranty is given by Stratco (Australia) Pty Limited (ACN 007 550 754)
PO Box 158, Enfield Plaza, South Australia 5085
125 Cavan Road, Gepps Cross, South Australia 5094
Telephone: (08) 8260 9600

All other references to Stratco in this warranty refer to SLECO Pty Ltd (ABN 25 007 893 781) and any and all of its subsidiaries and related bodies corporate including Stratco (Australia) Pty Limited.

1. Warranty Period

In addition to any statutory warranties or conditions that apply under the Australian Consumer Law or the New Zealand Fair Trading Act 1986, Stratco warrants in favour of the original purchaser ("the Purchaser") of a Pavilion ("the Product") which is installed by an Authorised Stratco Dealer or purchased directly from Stratco the following:

1.1 Structural Sufficiency

The structural sufficiency of materials for a period of fifteen (15) years from the date of installation. For the purposes of this warranty, "structural sufficiency" is, and only is, the ability of the materials of the Product to withstand the design loads required of the structure, as outlined in the technical specifications provided in the Pavilion Span Tables published at the time of ordering the product, and any additional information provided by Stratco for the purpose of developing the design. Structural sufficiency shall be assessed by Stratco whose determination shall be conclusive. In such assessment, any perforation, surface corrosion or visual defects will not be considered unless they are of such nature to be of direct relevance to structural sufficiency.

1.2 Paint Finish

The paint finish for a period of fifteen (15) years from the date of installation. Stratco warrants the paint finish of the Product against flaking, peeling or delaminating, or fading which is in excess of the amount assessed as normal fading by the manufacturer of the Product.

1.3 The Installation

The installation for a period of one (1) year from the date of installation shall have been carried out in a proper and workmanlike manner by the Authorised Dealer.

1.4 Lighting

Stratco provides a warranty on all lighting components branded as "Pavilion, by Stratco" for a period of two (2) years.

2. Warranty

Subject to the terms and conditions of this warranty, if Stratco determines that there is a valid claim under this warranty, the obligations of Stratco will be limited to, at its option and cost, the refinishing, repair, replacement and/or installation of any defective material or component as set out below.

2.1 Liability for Structural Sufficiency

- 2.1.1 If Stratco determines that the claim is valid within five (5) years of the date of installation, the cost of replacement will be met by Stratco in full.
- 2.1.2 If Stratco determines that the claim is valid between five (5) years and fifteen (15) years of the date of installation, the Purchaser will contribute 1/10th of the Stratco Recommended Retail Price of these materials and components for each year (or part thereof) between the date of such determination and the fifth (5th) anniversary of the date of installation and the Purchaser will be responsible for any labour cost associated with removal or replacement of any material or component.

2.2 Liability for Paint Finish

- 2.2.1 If Stratco determines that the claim is valid within five (5) years from the date of installation, the cost of refinishing or replacing will be met by Stratco in full.
- 2.2.2 If Stratco determines that the claim is valid between five (5) years and fifteen (15) years from the date of installation the Purchaser will contribute 1/10th of the Stratco Recommended Retail Price of any replaced materials for each year (or part thereof) between the date of such determination and the fifth (5th) anniversary of the date of installation and the Purchaser will be responsible for any labour cost associated with removal or replacement of any materials.

2.3 Liability for Installation

If Stratco determines that the claim is valid within one (1) year from the date of installation, the cost of repair or replacement will be met by Stratco in full.

2.4 Liability for Sunroof Controller Unit

If Stratco determines that the claim is valid within two (2) years from the date of installation, the cost of repairing or replacement will be met by Stratco in full.

3. Exclusions from Warranty

3.1 General

The warranties given will not apply to the following:

- 3.1.1 Any Product that has not been properly protected against damage prior to and during installation in accordance with all instructions contained in the Stratco brochure entitled "Selection, Use and Maintenance of Stratco Steel Products", or any instructions contained in any like brochure that may have been published by Stratco at the date of installation.
- 3.1.2 Defects or damage caused by any one or more of improper installation, buckling, fire, accident, abuse, mistreatment, neglect, unsuitable roof traffic, storm damage, acts of God, incompatible materials, overflow from air conditioners, poor drainage, insufficient care or exposure to acidic or corrosive or other abnormal conditions.
- 3.1.3 Any Product which has been installed other than in accordance with the plans and specifications issued by Stratco for the installation of the Product applicable at the time of installation.
- 3.1.4 Any Product to which paint, varnish, enamel or any other coating or compound has been applied by any person other than Stratco.
- 3.1.5 Any components of the Product (including columns, posts and roof flashings) which are or have been at any time in contact with soil, fertiliser, sand, green or wet timber, plant or garden materials, or any substance, film or product that may retain moisture against any surface of the Product, or in relation to any failure or damage of or to the Product caused or contributed to by such contact.
- 3.1.6 Any Product the design of which has been modified after submission to Stratco for supply of materials.
- 3.1.7 Any Product where drainage fall does not comply with Australian or New Zealand Standards.
- 3.1.8 Any Product which does not comply with Pavilion Span Tables and any subsequent revisions or advices issued by Stratco.
- 3.1.9 Any Product to which items are attached (whether permanently or temporarily) that exceed the design loading allowed by Stratco engineers in calculating Pavilion Span Tables.
- 3.1.10 Any Product with a wind loading different to that advised to Stratco at the time of ordering the Product.
- 3.1.11 Any Product with water leakage, or consequential damage caused by movement of water, either within or from the Product or any attached buildings or structures.
- 3.1.12 Any Product to which a room enclosure or one or more walls, screens or blinds have been added subsequent to the original design and engineering of the structure, unless such addition has been done in accordance with any and all applicable Stratco specifications and published Pavilion Span Tables at the time of addition by Stratco or an Authorised Dealer and using Stratco materials.
- 3.1.13 Any product for which the Cooldek has been exposed to ambient temperatures above 50 degrees Celsius in full sun or the surface of the Cooldek (upper or lower) is heated above 80 degrees Celsius.

3.2 Stratco Materials

- 3.2.1 Notwithstanding any provision to the contrary, this warranty shall have no force or effect unless all materials comprising the Product have been supplied by Stratco.
- 3.2.2 This warranty applies only to the Product and does not apply to any other "Pavilion, by Stratco" branded product manufactured or supplied by Stratco and specifically excludes downlights, or any electrical accessory of any form.

3.3 Time Limits

Notwithstanding any other term or condition of this warranty, no claim under this warranty will be accepted unless:

- 3.3.1 the Product has been installed within thirty (30) days from the date of delivery to the place of installation;

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3.3.2 the warranty card is registered with Stratco within thirty (30) days from the date of installation, and an invoice number or appropriate proof of purchase is included with such registration; and

3.3.3 the claim is made in writing to Stratco within the warranty period.

3.4 Specific Limitation Regarding Environment and Location

Although Stratco will give reasonable consideration to any warranty claims, foreseen or unforeseen factors specific to environmental conditions caused by the location of installation of the Product can be critical to the performance of the Product. This warranty is limited by the right of Stratco to take into account as Stratco sees fit in its absolute discretion environmental and/or locational factors and to reject a claim under this warranty which in any way arises as a result of any such factor. In particular, and without limiting the foregoing, Stratco will reject any claim under this warranty where any defect or failure of the Product is caused by its installation in a location subject to aggressive environmental conditions such as coolrooms, areas prone to airborne salt deposit or corrosive conditions adjacent to swimming pools or spas, or where the product has received insufficient maintenance, or if the Product is installed within 1 kilometre from a salt water body or in industrial or non-residential areas.

4. Cessation of Warranty

The Stratco warranty will cease to apply if:

- 4.1 In the opinion of Stratco the Product has not been maintained in accordance with all instructions contained in the Stratco brochure entitled "Selection, Use and Maintenance of Stratco Steel Products", or any instructions contained in any like brochure that may have been published by Stratco at the date of installation.
- 4.2 The Product has been dismantled at any time and/or moved to a location other than that of its original installation.
- 4.3 The original Purchaser for whom the Product was installed is no longer the owner of the land upon which the Product is installed.
- 4.4 The Purchaser objects to or hinders in any way the Authorised Dealer from whom the Product was purchased from carrying out the relevant repair or replacement, where a warranty claim relates to installation.

5. Claiming Under the Warranty

- 5.1 In order to make a claim under the Pavilion warranty, the original Purchaser must return this warranty card duly signed and dated to Stratco (Australia) Pty Limited together with an invoice number or appropriate proof of purchase within thirty (30) days of installation of the Product.
- 5.2 A claim under the Pavilion warranty must be made in writing and sent to the Purchaser's nearest Stratco office within the warranty period.
- 5.3 Stratco office locations can be obtained by contacting Stratco by:
 - 5.3.1 calling the following Stratco telephone numbers:
 - 5.3.1.1 1300 155 155 for Australian residents; and
 - 5.3.1.2 (03) 338 9063 for New Zealand residents; or
 - 5.3.2 visiting the following Stratco websites:
 - 5.3.2.1 stratco.com.au for Australian residents; and
 - 5.3.2.2 stratco.co.nz for New Zealand residents.
- 5.4 An authorised representative from Stratco will inspect the Product and Stratco will determine if there is a valid claim in accordance with the warranty.
- 5.5 The Purchaser will be notified within a reasonable time of the determination by Stratco.

5.6 If Stratco determine that the claim is valid, Stratco will refinish, repair or replace the Product in accordance with the warranty.

5.6.1 Stratco reserves the right to discontinue and/or make changes in any of its products. In the event the Product covered by this warranty is no longer available or capable of repair or replacement at the time of any valid claim, Stratco has the right to provide, whether by repair or replacement, a product that in the determination of Stratco is of equal grade and quality to the Product or any part or component thereof.

5.7 Stratco will not accept any warranty claim that is not made strictly in accordance with the warranty.

5.8 The Purchaser will be responsible for all expenses in claiming under the warranty.

5.9 Stratco will not be responsible for any loss or damage occurred in the process of claiming under the warranty.

6. Limit on Liability

Subject to Clause 7:

- 6.1 The liability of Stratco under this warranty shall so far as is permissible by law be limited to, and extend only to, the replacement and/or repair of the Product as set out in this warranty. Any and all other warranties, indemnities, guarantees, liabilities, obligations or the like, whether express or implied, are hereby expressly excluded.
- 6.2 Stratco shall in any event so far as permissible by law, not be liable for any damage, loss, consequential loss, injury, expense or prejudice emanating directly or indirectly from any defect, fault, vice or weakness in the Product itself or the installation of the Product, or for faults caused by subsequent movement of the foundation, or impact of moving water, or any other fact, matter circumstance or event concerning the Product.
- 6.3 In particular and without limitation, the Purchaser is responsible for:
 - 6.3.1 ensuring that the area around the site of installation of the Product is clear of debris;
 - 6.3.2 providing a safe working environment prior to, and during the installation of the Product; and
 - 6.3.3 ensuring that all relevant safety procedures are followed.

7. Application of Consumer Laws

- 7.1 Nothing in the above warranty or limit on liability is intended to have the effect of contracting out of any applicable provision of the Australian Consumer Law or the New Zealand Fair Trading Act 1986, except to the extent permitted by those Acts where applicable.
- 7.2 The Australian Consumer Law requires the inclusion of the following statement in any warranty in respect to goods supplied to a consumer as defined under the Australian Consumer Law: "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonable 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."

All brands and logos/images accompanied by ® or ™ are trade marks of Stratco (Australia) Pty Limited.

Fill in and post the card below, or register your warranty online at: www.stratco.com.au/about/about/warranty-registration/

STRATCO PAVILION

Purchaser:

Address:

Installation Address:

Authorised Dealer: Date of Installation:

The Purchaser acknowledges that they have read and accept the conditions of this warranty.

Purchaser's Signature: Date:

Post this warranty card to your nearest Stratco Office:

Stratco (Qld) Pty Ltd
ABN 61 010 474 996
1 Mavis Court
Ormeau QLD 4208

Stratco (N.S.W.) Pty Ltd
ABN 30 003 583 702
15 Liberty Road
Huntingwood NSW 2148

**Stratco (Vic.) a division
of Stratco Pty Ltd**
ABN 30 007 528 850
17 Scanlon Drive
Epping VIC 3076

**Stratco (S.A.) a division
of Stratco Pty Ltd**
ABN 30 007 528 850
P.O. Box 307
Enfield Plaza SA 5085

Stratco (W.A.) Pty Ltd
ABN 77 008 836 833
Cnr Bannister Rd &
Hopewell St
Canning Vale WA 6155

**Stratco (N.T.) a division
of Stratco Pty Ltd**
ABN 30 007 528 850
PO Box 38403
Winnellie NT 0821

To be posted within 30 days of installation of the product.

Ph: 1300 155 155
stratco.com.au

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