

This is the standard warranty (**Warranty**) of all Goods and Services supplied by VENTORA Group (ACN 087 012 226) (ABN 62 087 012 226) of Level 3, 78 Waterloo Road, Macquarie Park NSW 2113, and any associated and related companies or businesses and its subsidiaries trading under various business names (all of which are referred to as **VENTORA**). When any person, firm or company places an order with VENTORA for the purchase of Goods and Services, they have the peace of mind in knowing that those Goods and Services are covered by VENTORA's Warranty. This Warranty sets out what the Customer must do to entitle the Customer to claim the Warranty and what VENTORA must do so that the Warranty may be honoured. This Warranty should be read together with VENTORA's Terms and Conditions of Sale and VENTORA's Privacy Policy available on the VENTORA website. This Warranty is in force from **1st March 2024**.

## 1. DEFINITIONS AND INTERPRETATION

### Definitions

- 1.1 In the interpretation of this Warranty, unless there is something in the subject or context inconsistent therewith:
- (a) **Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
  - (b) **Australian Standards** means the applicable codes and guidelines published from time to time by Standards Australia.
  - (c) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
  - (d) **Claim** means a claim made under this Warranty.
  - (e) **Courts** means, in relation to a Jurisdiction, those courts and tribunals exercising jurisdiction in that Jurisdiction, including any competent Federal court exercising jurisdiction in that Jurisdiction.
  - (f) **Customer** means any person, firm or company placing an order with VENTORA for the purchase of any Goods or the provision of Services and to whom the Quotation is addressed and/or any person who accepts the Quotation.
  - (g) **Domestic Building Acts** means:
    - (i) the Home Building Act 1989 (NSW);
    - (ii) the Domestic Building Contracts Act 2000 (Qld);
    - (iii) the Domestic Building Contracts Act 1995 (Vic);
    - (iv) the Home Building Contracts Act 1991 (WA);
    - (v) the Building Work Contractors Act 1995 (SA);
    - (vi) the Building Act 2000 (TAS);
    - (vii) the Building Act 2004 (ACT);
    - (viii) the Building Act 1993 (NT),as amended from time to time, and includes any other laws or regulations which imply certain warranties into the Contract.
  - (h) **Force Majeure Event** means an event beyond the reasonable control of VENTORA or the Customer, including but not limited to acts of God, fire, war and civil unrest of any kind, storm and tempest, theft and vandalism, nuclear or other hazardous contamination, terrorism and including an epidemic or pandemic, public health or safety emergency, quarantines, radiation and radioactive contamination (including any government action in respect of these).
  - (i) **Glass** means Goods made out of glass and the components of glass within a VENTORA Good, including splashbacks, mirrors, glass components of windows and doors, and glass components of shower screens. This definition of Glass does not include IGU or THS, which have their own separate meaning.
  - (j) **Goods** means the goods and merchandise supplied by Us which are the subject of the Warranty.
  - (k) **IGU** means Insulated Glass Units.
  - (l) **Manufacturer's Instructions** means the instructions, standard specifications and recommendations published on our website(s) and/or issued with the Goods and Services from time to time.
  - (m) **Moving Parts/Hardware** means componentry of Goods which has the ability to move, including but not limited to rollers, pivots, hinges, handles, bearings, pulleys, locks, cords, operating mechanisms (handles, motors and seals) and other like components.
  - (n) **Order** means the acceptance of the Quotation in whole or in part by You.
  - (o) **Person** includes companies and other incorporated or legal entities.
  - (p) **Quotation** means the document issued by Us outlining Our estimate of the cost for the provision of specified Goods and Services.
  - (q) **Services** means the services, if any, to be supplied by Us with the Goods and which are the subject of the Contract or Quotation.
  - (r) **Terms and Conditions** means the VENTORA Terms and Conditions of Sale.
  - (s) **THS** means Toughened and Heat Strengthened Glass Goods.
  - (t) **VENTORA** means VENTORA Group (ACN 087 012 226) (ABN 62 087 012 226), and any associated and related companies, businesses and subsidiaries trading under various business names, both current as at the date of this Warranty and in the future.

### Interpretation

- 1.2 Headings are for convenience only and do not form part of this Warranty.
- 1.3 Reference to **document** means this Warranty.
- 1.4 Reference to **We, Us** or **Our** means VENTORA.
- 1.5 Reference to **You** or **Your** means the Customer.
- 1.6 Reference to the singular includes the plural and the plural includes the singular.
- 1.7 Reference to one gender includes the others.
- 1.8 Where there is any inconsistency or conflict between this Warranty and the Terms and Conditions, the Terms and Conditions shall prevail to the extent of the inconsistency or conflict.

## 2. AUSTRALIAN CONSUMER LAW

- 2.1 Our Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled:
- (a) to cancel your service contract with us; and
  - (b) to a refund for the unused portion, or to compensation for its reduced value.
- 2.2 You are also entitled to choose a refund or replacement for major failures with Goods. If a failure with the Goods or a Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Goods and to cancel the contract for the Service and obtain a refund of any unused portion. You are also

- entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or Service.
- 2.3 The benefits given to You by this Warranty are in addition to other rights and remedies You may have under a law in relation to the Goods or Services to which this Warranty relates, including any rights or remedies for consumer guarantees available under Australian Consumer Law. Nothing in this Warranty is to be interpreted as excluding, restricting or modifying any law or statute applicable to the supply of Goods and Services which cannot be excluded, restricted or modified.

## 3. APPLICATION

This Warranty applies to the sale of VENTORA Goods and/or Services, including by any of VENTORA's authorised suppliers or brands (unless stated otherwise at the time of sale), where:

- (a) the sale is to a Consumer, as defined by the Australian Consumer Law; and
- (b) which are, for the purposes of the Australian Consumer Law, of a kind ordinarily acquired for personal, domestic or household use within Australia.

## 4. THE WARRANTY TERM AND COVERAGE

We warrant that Our Goods and Services shall come with the following warranty outlined in the table below:

TYPE OF GOOD	WARRANTY TERM	WARRANTY START DATE	WHAT THIS WARRANTY COVERS
Windows (including Aluminium, Timber Louvre and Sashless)	10 years	In the case of Goods, the date of delivery of the Goods to You.  In the case of Services, the date of completion of the Services.	<ul style="list-style-type: none"> <li>• All Goods shall be free of defects arising from faulty workmanship or materials; and</li> <li>• All Services shall be rendered with due care and skill</li> </ul>
Timber or Aluminium Stacking, Sliding and Bi-fold Doors	10 years		
Timber and Prefinished Timber Doors	5 years		
Wardrobes	7 years		
Shower Screens	7 years		
Moving Parts for Louvre	7 years		
Glass	3 years		
Hardware	3 years		
Moving Parts	3 years		
Electrical Components	3 years		
Keys	1 year		
IGU's & THS	10 years	<p>In the case of Goods, the date of delivery of the Goods to You.</p> <p>In the case of Services, the date of completion of the Services.</p>	<p>IGU's shall be free of defects which are:</p> <ul style="list-style-type: none"> <li>• Visible from at least 3 metres; and</li> <li>• Caused by moisture or film formation or dust collection on the interior glass surface of the air or argon space of the IGU Goods OR inadequate structural strength up to the specified design wind pressure.</li> </ul> <p>THS's shall be free of defects which are:</p> <ul style="list-style-type: none"> <li>• Visible from at least 3 metres; and</li> <li>• Caused by failure from high energy thermal stress of solar radiant heat OR inadequate thickness for the design wind pressures specified by You.</li> </ul>
Nanoclean	10 years	10 years Nanoclean EnduroShield® is warranted separately by PCT Global Pty Limited, which can be found on the Stegbar and Regency websites.	

## 5. WARRANTY OPTIONS

5.1 The parties acknowledge and agree that this Warranty is limited to one of the following options, to be chosen at Our discretion:

WARRANTY OPTIONS FOR GOODS
The repair or cost of repair of the Goods; or The replacement or cost of replacement of the same Goods; or The supply or cost of supply of equivalent Goods; or The refund of the original invoice value paid for the Goods.
WARRANTY OPTIONS FOR SERVICES
The re-supply of the same Services; or The supply or cost of supplying equivalent Services; or The refund of the original invoice value paid for the Services. (Except where the original Services were not carried out or contracted by Us)

5.2 You acknowledge and agree that:

- (a) We reserve the right to replace Goods of more recent or modern design than the original Goods and/or Services the subject of this Warranty;
- (b) unless any applicable legislation, regulation or code prescribes otherwise, any repair, replacement or resupply of a Good or Service under this Warranty does not extend or restart the Warranty Terms outlined above; and
- (c) where We exercise our discretion to provide you with a refund for a successful Claim relating to Goods, We reserve the right to retake possession of those Goods the subject of the Claim, and where we do so:
  - (i) We will only pay to You the refund when the Goods re-enter our property and possession, in accordance with the Terms and Conditions; and
  - (ii) We may charge a restocking fee of 15% of the purchase price for the Goods, as a reflection of our costs in having the Goods returned to Us.

## 6. CONDITIONS AND EXCLUSIONS

6.1 To the full extent permitted by law, this Warranty does not cover:

TYPE	EXCLUSIONS
General (applicable to all Goods and Services, including those listed below in this table).	<ul style="list-style-type: none"> <li>• Fair wear and tear of Goods;</li> <li>• Defects, faults or failures caused by misuse, abuse, damage, accident or neglect by You;</li> <li>• Defects, faults or failures caused by any Force Majeure event;</li> <li>• Defects, faults or failures caused by damage during transport, unless transported by Us or Our agent;</li> <li>• Your failure to handle, install, care, store, operate and/or maintain the Goods in accordance with the Manufacturer’s Instructions;</li> <li>• any Claims that Goods or Services are defective or faulty, where such a Claim relates to conformity of the Goods or Services with any specifications, requirements or modification requests made by You to Us, where We have complied with such a request;</li> <li>• The installation or refinishing of a replacement Good supplied under this Warranty, or the cost of installation or refinishing of a replacement Good under this Warranty, unless the installation or re-finishing was part of Services originally carried out by or contracted to Us;</li> <li>• Services carried out by personnel or agents which are not authorised by Us;</li> <li>• Modification, alteration or repair of Goods, or any other Services, which are not authorised by Us;</li> </ul> <ul style="list-style-type: none"> <li>• Any defects, faults, failures or allowances permitted in accordance with Australian Standards</li> <li>• Unless expressly stated otherwise, any abnormal stress imposed on the Goods due to coastal conditions, salt spray, corrosive chemicals, acid rain, extreme heat and/or humidity, excessive vibration or movements of buildings or foundations, or other location-related factor;</li> <li>• The cost of transport for Goods to or from Us;</li> <li>• Any liability We may have in contract, tort (including, without limitation, negligence or breach of statutory duty), personal injury or property damage howsoever caused, or otherwise to compensate You for:                             <ul style="list-style-type: none"> <li>(1) Any increased costs or expenses;</li> <li>(2) Any loss of profit, revenue, business, contracts or anticipated savings;</li> <li>(3) Any loss or expense resulting from a claim by a third party; or</li> <li>(4) Any special, indirect or consequential loss or damage of any nature whatsoever.</li> </ul> </li> <li>• All other warranties, whether implied or otherwise, not set out in this Warranty except for those that cannot be excluded at law under the Domestic Building Acts, the Australian Consumer Law or any other applicable law.</li> </ul>
Glass	<ul style="list-style-type: none"> <li>• Glass Goods that have been modified in any way by the addition of a film, tint, privacy or any other finish not authorised by Us;</li> <li>• Glass breakage not caused solely by Our faulty workmanship or materials, or Our failure to render Services with due care and skill;</li> <li>• Natural variations in the clarity of glass and paint colour batching in respect of painted glass splashbacks;</li> </ul> <ul style="list-style-type: none"> <li>• Nanoclean EnduroShield® glass coating treatment;</li> <li>• Discolouration of glass finishes that may occur under certain climatic conditions;</li> <li>• Any costs or charges of installation, removal, labour or other costs arising from the replacement of any Glass Goods; and</li> <li>• Any other matter that We may advise You of from time to time.</li> </ul>

TYPE	EXCLUSIONS	
Windows and Doors	<ul style="list-style-type: none"> <li>A warp, bow or twist of 4mm or less for doors up to 2,150mm high, 6mm or less for door heights between 2,150mm and 2,400mm and will not be liable for any warp, bow or twist for doors exceeding 2,438mm high or 1,219mm wide;</li> <li>For doors (excluding wardrobe doors):                             <ul style="list-style-type: none"> <li>if bleeding stains occur when painting timber and an oil based undercoat has not been used to cover and seal the stain;</li> <li>if solid construction doors have not been hung with 3 x 100mm hinges;</li> <li>if the door(s) are not sealed within one month from the date of delivery with two coats of paint or varnish to both faces and all edges, including top and bottom and are hung in the correct manner; or</li> <li>for exterior doors, if no exterior finish has been applied and in light reflective colours;</li> </ul> </li> <li>For wardrobe doors, if the wardrobe door(s) contain a warp less than five millimetres (5mm).</li> </ul>	<ul style="list-style-type: none"> <li>Defects due to moisture content which falls below 10% or for moisture content which exceeds 15%;</li> <li>Normal show-through of frame and core components in flush doors;</li> <li>Natural variations in the colour, texture and grain pattern of timber, plastic and aluminium componentry of Goods, including the colour, grain pattern and thickness of matching timber edge strips and western red cedar components;</li> <li>Fading, darkening or colour change in aluminium surfaces of Goods, including powdercoated finishes, caused by normal weather conditions;</li> <li>Window reveals which have not been protected from the elements within two weeks of being delivered to site;</li> <li>Any costs or charges of hanging, painting or other charges arising from the replacement of doors (including wardrobe doors) or windows; and</li> <li>Any other matter that We may advise You of from time to time.</li> </ul>
Nanoclean	<ul style="list-style-type: none"> <li>The Nanoclean Warranty applies specifically to the EnduroShield® glass coating treatment that is applied to the surface of shower screen or other glass Goods.</li> </ul>	<ul style="list-style-type: none"> <li>The Nanoclean Warranty does not cover the glass, showerscreen, Hardware, installation or any other component of the Goods, other than the EnduroShield® coating.</li> </ul>
Hardware & Moving Parts	<ul style="list-style-type: none"> <li>Plated finished products;</li> <li>Goods used in conjunction with non-compliant cylinders (non FHS Cylinders);</li> <li>Tea staining;</li> <li>Where hardware Goods have been incorporated into another entity's or manufacture's product;</li> </ul>	<ul style="list-style-type: none"> <li>fading, colour change or damage caused by the external environment due to normal weather conditions (that will cause any coloured surface to fade or darken gradually);</li> <li>manufacturing standards and tolerances nor industry variations in colour of aluminium, plastic and timber componentry; and</li> <li>Wear and tear of fly mesh.</li> </ul>

6.2 In addition to those matters expressed as not covered by the Warranty in clause 6.1 (and the above table), the Warranty does not apply and to the extent permitted by law, VENTORA will not be liable to a Customer for a

Claim, in relation of Goods or Services where payment for the Goods or Services has not been received in full by VENTORA in accordance with the Terms and Conditions.

## 7. INSTALLATION, CARE AND PRODUCT MAINTENANCE

7.1 In addition to the Warranty exclusions set out above, for this Warranty to apply:

- (a) all Goods must be installed by Us, or otherwise installed in accordance with relevant Australian Standards and standard building practices;
- (b) unless otherwise agreed, Services must be performed by Us (or by any person authorised by Us); and
- (c) You must follow:
  - (i) the Manufacturer's Instructions applicable to the Goods and Services the subject of this Warranty;

- (ii) any instructions which We print on the labels, packaging or operation manuals of Goods;
- (iii) any and all instructions published on Our website(s) from time to time;
- (iv) any other instructions for the installation, care and maintenance of Goods that We may publish or communicate to You from time to time.

7.2 You acknowledge and agree that any failure on your behalf to follow the Australian Standards, Manufacturer's Instructions and any other instructions in relation to the Goods and/or Services, as applicable, may void this Warranty.

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## 8. CLAIMS PROCEDURE AND NOTIFICATIONS

- 8.1 To make a Claim under this Warranty, You must adhere to the following procedure:
- (a) You must notify Us of the defect in writing (**Notification**):
    - (i) for Claims that we have failed to provide Goods or Services in conformance with any written and agreed specifications or modification requests provided to Us by You, within fourteen (14) days of the Goods being delivered to you or the Services performed; or
    - (ii) for all other Claims, within thirty (30) days of any defect arising;
  - (b) the Notification must include:
    - (i) Your full name, address and telephone number;
    - (ii) Your original proof of purchase of the item(s) the subject of the defect or Claim;
    - (iii) a written description of the defect;
    - (iii) where possible, a photograph of the defect; and
    - (v) a written assurance that the Goods have not been damaged, incorrectly assembled, installed or operated, negligently treated or misused.
  - (c) the Notification must be:
    - (i) directed to the VENTORA supplier who supplied the Goods/Services to You; or
    - (ii) directed to VENTORA, by directing the Notification to Level 3, 78 Waterloo Road, Macquarie Park NSW 2113, T (02) 9886 3400; or
    - (iii) submitted as an enquiry through our website(s).
- 8.2 Following receipt of a Notification, We will contact You, arrange for the Goods to be inspected and determine the Claim in a timely manner.
- 8.3 For the purpose of assessing the Claim and if required by Us, You acknowledge and agree to:
- (a) promptly provide Us with any reasonably requested assistance, information or details to allow us to investigate the Claim; and
  - (b) make the Goods available for inspection by Us between 9am – 5pm, Monday – Friday, or any other time as agreed between You and Us.
- 8.4 This Warranty does not include the cost of transportation of any Goods to or from VENTORA. You acknowledge and agree to bear all costs and expenses associated with making any Claim under this Warranty, including the costs of returning any Goods to VENTORA in respect of a Claim.
- 8.5 For the purposes of determining any Claim, You acknowledge and agree that We retain the right, in Our sole discretion, to reasonably determine whether You have followed the Australian Standards, Manufacturer’s Instructions and any other instructions provided for the Goods and Services which are the subject of the Claim.
- 8.6 Any breach by You of the terms in this Warranty may void your entitlement to make a Claim in relation to particular Goods and/or Services.

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## 9. GOVERNING LAW

- 9.1 This Warranty shall be governed and interpreted according to the laws of the State or Territory of Australia in which the Goods were purchased or Services provided (**Territory**).
- 9.2 Each of the You and We submit to the non-exclusive jurisdiction of Courts of the Territory and the Commonwealth of Australia including the Federal Court and any Courts that may hear appeals from those Courts about any proceedings in connection with these Terms and Conditions.