

<b>Valid since</b>	:	07/07/2014
<b>Valid in Region</b>	:	Australia
<b>Guarantee</b>	:	Vogue Pergolas Australia Pty Ltd guarantees that by the date of the invoice, the products meet the technical specifications detailed in this guarantee, and all provided data sheets.
<b>Not valid</b>	:	If Vogue Pergolas Australia Pty Ltd is not in receipt of the required project details, by the official national database, within 1 (One) month of the project completed installation.  If the minimum construction requirements, as specified by Vogue Pergolas Australia Pty Ltd, are not adhered to.  If the care and maintenance schedule, as specified by Vogue Pergolas Australia Pty Ltd is not adhered to.

## Warranty

### 1. Installation

1.1 The installation of a Vogue Pergola should be made by a certified Vogue Pergola Installer.  
“Installation” means cutting, assembly, and installation of Vogue Pergola components.

1.2 A faulty installation is one that carries a serious threat to the quality, safety or use of the Vogue Pergola, and makes the product unfit for the use for which it was intended, or severely reduces its usefulness.

### 2. Vogue Pergola Warranty

Pergola Qualities : Created by a qualified designer (M.A. Bach. App. Sc. Env. A & D)  
Engineered by a qualified engineer (M. Eng. Sc. – C.P. Eng.)  
Bochini  
Hiraoka 104T  
Hiraoka Sundream  
Serge Ferrari 502  
Serge Ferrari 602  
Serge Ferrari Soltis 96  
Serge Ferrari Soltis W96

2.1 Vogue Pergolas are guaranteed against structural defects for a period of 10 (Ten) years, and non-structural manufacturing defects for a period of 2 (Two) years.

2.2 The installer will inspect, and repair where appropriate, defects reported by the customer. Damage resulting from installation by the customer, or the installer, that have not followed the guidelines as per the “Vogue Pergolas User’s Guide and Maintenance Schedule”, will not be recognised.

2.3 The cover is warranted for a period of 10 (Ten) years prorated. Should the defects or deficiencies occur within the period stated below and under normal conditions of use, which are detrimental to the usability of the product, Vogue Pergolas Australia Pty Ltd undertakes to pay the repair cost to the following extent and within the following period of time or – and this is within the complete discretion of Vogue Pergolas Australia Pty Ltd – to replace the part of the

products claimed which proved to be defective according to the above mentioned specification. The substitute performance is limited to the initial sales price of the defective part of the products. The burden of proof regarding the defect lies with the initial buyer of the product. Depending on the date the defect is reported to Vogue Pergolas Australia Pty Ltd, justified substitute performance is guaranteed at the following percentage rates:

1 <sup>st</sup> year:	100% of the abovementioned costs
2 <sup>nd</sup> year:	90% of the abovementioned costs
3 <sup>rd</sup> year:	80% of the abovementioned costs
4 <sup>th</sup> year:	70% of the abovementioned costs
5 <sup>th</sup> year:	60% of the abovementioned costs
6 <sup>th</sup> year:	50% of the abovementioned costs
7 <sup>th</sup> year:	40% of the abovementioned costs
8 <sup>th</sup> year:	30% of the abovementioned costs
9 <sup>th</sup> year:	20% of the abovementioned costs
10 <sup>th</sup> year:	10% of the abovementioned costs

2.4 Any liability for consequential damage beyond that is excluded.

2.5 The warranty starts on the date of practical completed installation.

2.6 The warranty is extended only to the original purchaser and is not transferable.

2.7 The warranty applies only to the location where the Vogue Pergola is originally installed.

2.8 Transportation costs relating to the replacement of defective parts, are not included.

2.9 The Vogue Pergola remains the property of Vogue Pergolas Australia Pty Ltd until the Vogue Pergola is paid in full.

### **3. Exclusions of Guarantee**

3.1.1 Improper handling or storage of the product or goods.

3.1.2 Unauthorised modifications and repairs on the products.

3.1.3 Harmful effects due to soiling, chemicals, detergents or similar substances.

3.1.4 Impairment due to normal wear. (E.g., chips, scratches and fading.)

3.1.5 Incorrect and/or lack of care and maintenance, and records.

3.1.6 Damage due to extreme weather conditions inclusive of extreme heat, rain, hail, strong winds, lightning, floods, natural disasters (E.g., earthquakes), accidents and force majeure.

3.1.7 Damage due to microbial attacks and changes of the coatings resulting from it, favoured by external influences or the formation of condensate because of insufficient air circulation.

3.1.8 Damage resulting from repeated or inexperienced mounting and dismounting.

3.1.9 Diminution of the usability due to faulty installation.

3.1.10 Damage caused by vandalism or mechanical actions.

3.1.11 Installation labour costs are not included in the guarantee.

3.1.12 No warranty is offered for rust or corrosion of the Vogue Pergola within 20km (kilometers) of the coastal fringe, near a swimming pool, or other corrosive environments, unless the structure has been hot dipped galvanised or fabricated from 316 Stainless Steel. In addition to this condition, the recommended cleaning schedule must be maintained.

3.1.13 Powder coating steel which has been Hot Dipped Galvanised, results in an uneven, and a rougher surface finish for example "pinholes". Warranty will not extend to aesthetic imperfections relating to powder coating on hot dipped galvanised steel.

- 3.2 No stipulation in this guarantee is intended to contradict any applicable provisions of the Competitions and Consumer Act 2010 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

#### **4. Warranty Claim**

- 4.1 Any claim under this warranty must be made in writing, and received by the distributor of the Vogue Pergola, within 7 (Seven) days after the discovery of the defect. The written notification must include a detailed description of the defect, pictures, the date of installation, the address of the installed product, the name and address of the installer and the name and address of the distributor. (If different from that of the installer.)
- 4.2 Claiming on the guarantee pre-supposes that Vogue Pergolas Australia Pty Ltd be given the opportunity to inspect the damage on site before it is repaired. Any repairs or alterations to the product, prior to the inspection by Vogue Pergolas, or their nominated expert, may void the warranty.
- 4.3 Upon a completed review of the claim details and/or an inspection, if Vogue Pergolas Australia Pty Ltd determines that the warranty is applicable, Vogue Pergolas will have 120 days (One hundred and twenty) to remedy the defect. Remedy may constitute of either a repair, replacement or refund, at the sole discretion of Vogue Pergolas Australia Pty Ltd. However, Vogue Pergolas is not responsible for the delivery, packaging, labour and additional costs of installation.
- 4.4 Subsequently, all removed products and/or components become the property of Vogue Pergolas Australia Pty Ltd.
- 4.5 In the case where an identical product is no longer available from Vogue Pergolas Australia Pty Ltd, it will be replaced with a product equivalent to the value, at the time of purchase.

#### **5. Caution**

The stated written warranty, is the official product warranty document of Vogue Pergolas Australia Pty Ltd, and replaces all other product warranties and conditions previously mentioned by Vogue Pergolas, whether written or oral. Vogue Pergolas Australia Pty Ltd will not, in any case, be held responsible for the replacement cost of any other product or operating losses, directly or indirectly.

#### **6. User's Guide and Maintenance Schedule**

- 6.1 Every effort is made to prepare the Vogue Pergola to the highest standard, with each product sandblasted and powder coated to the Dulux® and Interpon® recommendations, using a high-quality powder coating.
- 6.2 For enhanced protection, please discuss with your design manager the attributes of Epoxy Priming, and hot dipped galvanising.
- 6.3 How to maintain your Powder Coating:
- 6.3.1 In conjunction with a regular maintenance program, your powder coating will have a long life expectancy, and will stay in good condition for many years. Just as washing your car is important for removing dirt and grime, your powder coating needs to be given a regular wash to keep it looking good.
- 6.3.2 The effects of ultra violet light (the sun's natural rays), atmospheric pollution, general dirt, grime and airborne salt deposits can all accumulate over time and should be removed at regular intervals prior to damaging your coat. Deterioration of the powder

coating can occur mainly as a result of dirt deposits and subsequent moisture, particularly when it is contaminated with sulphur and/or salt compounds. Deposited dirt and salt crystals can hold contaminated moisture on the surface, permitting corrosion to proceed, and thereby damaging the powder coating. A powder coated section of steel will not rust or show negative effects if left exposed in rural environments, and in the open, and as such consideration needs to be given when building in the coastal fringe.

6.3.3 If a regular maintenance schedule is maintained it will remain in excellent condition, and this can be achieved through the following:

As advised by *Dulux® Paints*, *Interpon®* and *Bluescope Steel Australia*, as a general rule cleaning must take place every 2 (Two) months, however, cleaning should be performed according to the degree of contamination from your local environment, whether it is atmospheric pollution or industrial pollution. In areas where pollutants are more prevalent, such as beachfront locations and industrial areas, cleaning programs should be carried out on a more frequent basis i.e., every 4 (Four) weeks or sooner depending upon deposits of salt and grime left by the weather. In all locations but particularly those on the coastal fringe, care should be taken to thoroughly remove salt and grime. It is crucial to include areas under cover where no natural rainwater-flushing/cleaning occurs.

Examples are recommendations only as pollution levels vary in areas:

*Environment – Corrosive Risk – Maintenance Schedule*

Rural & Tropical areas	Mild	At least every 6 (Six) months.
Metropolitan areas	Moderate	At least every 3 (Three) months.
Coastal areas and swimming pools	Severe	At least every 2 (Two) months.
Areas within 10km of the marine coastal area or highly polluted industrial areas	Extreme	Monthly

6.3.4 Four important steps to cleaning your powder coating:

*Step 1*

Remove loose deposits or spider webs etc. with a wet sponge rather than risk micro-scratching the surface by dusting.

*Step 2*

Use a soft brush and a bucket of warm water with some added mild detergent to clean the powder coating to remove any dust, salt or other deposits that may have accumulated on the structure. **DO NOT USE** emery paper, sand paper, steel wool or other highly abrasive materials, acid- or alkaline cleaners, as they can damage the powder coating. Detergents that recommend the use of gloves when handling should be avoided as this is a good indication that the detergent is harsh, and therefore unsuitable for cleaning your powder coating.

Although some strong solvents are recommended for removing sealants or building residues, these may be harmful to the extended life of the powder coated surface, and should be avoided as the damage may not be visible immediately, and may take up to 12 (Twelve) months to appear.

If paint splashes, sealants or other residue need to be removed, then either Methylated Spirits, Turpentine or White Spirits may be used safely.

*Step 3*

It is important to always rinse with fresh, clean water after cleaning, to remove any remaining detergent residue or bubbles, particularly where crevices are present. Where

greasy deposits are present, cleaning may be carried out using a soft cloth dipped in white spirit.

*Step 4*

Maintain a log of dates and times with your receipt that powder coating maintenance is carried out. With a minimal maintenance effort, your powder coated finish is one of the strongest, long lasting colour coatings available, and will provide a lifetime of great looking service, if cared for correctly.

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