

# Affinity Warranty

## Affinity representation

Affinity is a member of the Australian Window Association and as such conforms to an Industry Code of Conduct designed to protect consumers. Affinity is inspected by independent third party NATA accredited auditors to validate that the Window and Door Products examined have been manufactured to the relevant Australian Standards and the legislative requirements of the National Construction Code of Australia.

## 6 year additional guarantee

### Guarantee additional to legal rights

Guarantee imposed by Law and in particular the consumer guarantees imposed by the Australian Consumer Law (ACL) – see heading “Australian Consumer Law Guarantees” below.

For the purpose of this Warranty “the Product” means a Window, Door, Showerscreen or Wardrobe product manufactured and sold by Affinity to you.

- Your Affinity Products are Warranted against defects arising from faulty workmanship or materials for a period of Six (6) years from the DATE OF DELIVERY TO SITE BY AFFINITY
- Moving parts which wear out as a result of normal use are Warranted for Three (3) years from the DATE OF DELIVERY TO SITE BY AFFINITY
- Affinity accepts no responsibility for glass breakage, except for faulty workmanship or materials
- Toughened Glass and Float Glass are Warranted against defects and degradation for Two (2) years from the DATE OF DELIVERY TO SITE BY AFFINITY

- Mirrored Glass is Warranted against defects and degradation for One (1) year from the DATE OF DELIVERY TO SITE BY AFFINITY
- This Warranty does not apply to the tarnish or excessive wear on soft finishes such as Bronze, Brass and other antique finishes as deterioration is possible under some climatic conditions, frequency of use or other factors. The Law including the consumer guarantees imposed by the ACL (see heading “Australian Consumer Law Guarantees” below) apply to the supply of these soft finishes.

Subject to the conditions and limitations below Affinity Guarantees that its Products are of acceptable quality free of any defect caused by the manufacturer during the periods specified above.

This Warranty does not apply to:

- a) Normal wear and tear
- b) Parts supplied by other manufacturers as separate components and where such components are Warranted or Guaranteed by its manufacturer or supplier, those Guarantees or Warranties whether express or implied are assigned to whom the Products are supplied
- c) Damage caused by accident, misuse, transport, installation or any external cause
- d) Failure to install, use and operate in a way that is not in accordance with the manufacturers instructions, good building practice, relevant building Standards or a use for which the Product has not been designed or recommended by Affinity
- e) Service work that is carried out by other than Affinity or authorised Affinity agents
- f) Products not made or supplied by Affinity
- g) Colour variations with Powdercoat or Anodised finishes
- h) The manufacturers Warranty excludes Products installed incorrectly or in contact with a continuously damp or moist environment. The Building Code of Australia and AS2047 (Current) recommend installation procedures and care of Aluminium Windows. Although Aluminium

#### AFFINITY – PERTH OFFICE

5 Compass Road  
Jandakot WA 6164  
(08) 9334 4600  
sales@affinitywindows.com.au  
A.B.N. 55 519 847 105

#### AFFINITY – SOUTH WEST OFFICE

114 Halifax Drive  
Davenport WA 6230  
(08) 9726 2048  
bunbury@affinitywindows.com.au

Windows may be protected by various surface treatments they MUST NOT be installed in a manner which allows leaching of a corrosive solution or permanent contact with acid or alkali materials because accelerated corrosion will result. The Product should be isolated by a damp course or membrane compatible with Aluminium from any potentially damp application. The responsibility for determining the fitness and ultimate performance of flashings lies with the building designers and contractors

- i) Failure to maintain the Products in accordance with Affinity recommendations

## Warranty claims

Should you wish to make a claim under this Guarantee you are required to first notify Affinity (as set out below).

Affinity will repair or replace the defective Product or defective part of the Product within one (1) month. Affinity will bear the cost of such repair or replacement. However, this Guarantee does not cover your costs of making the warranty claim.

Where the Product has been repaired or replaced the Warranty shall apply to the repaired or replaced Product for the balance of the period provided by this Guarantee.

You must provide proof of purchase as a consumer (showing the purchase date) and make written claim (including costs of claiming) to Affinity at the address specified within one (1) month after the defect was reasonably apparent, or if the defect was reasonably apparent prior to installation, the claim must be made prior to installation.

This Warranty is given by Buckeridge Nominees Pty Ltd (ABN 25 008 849 581) as Trustee of the PAW Unit Trust (ABN 55 519 847 105) trading as Affinity Windows of 5 Compass Road Jandakot WA 6164

Telephone: (08) 9334 4600

Email: [sales@affinitywindows.com.au](mailto:sales@affinitywindows.com.au)

## Australian Consumer Law guarantees

For the purposes of this clause, “our” and “us” means Affinity, and where terms are defined in the ACL, they have the same meaning. The ACL requires us to give you the following notice about the ACL consumer guarantees:

Where the Supply relates to Goods Only 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 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.

Where the Supply relates to both Goods & Services 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:

- To cancel your service contract with us; and
- To a refund for the unused portion, or to compensation for its reduced value.

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.

**APRIL 2022**

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