



Pallet Racking, Shelving & Warehouse Solutions

Unirack Warranty

20 Year Guarantee

Introduction

At Unirack our aim is to provide the highest standard of Pallet Racking and warehouse shelving across Australia.

To achieve this, we ensure all Unirack warehouse storage equipment has been designed and manufactured to perform day after day, month after month and year after year. This is also why, our pallet racking has been independently tested here, in Australia, to ensure we meet our high standards.

And that's why in addition to our standard 12-month warranty we offer our customers the **Unirack Product 20 Year Warranty**# on all Pallet racking beams, uprights & bracing (Unirack Products*).

The **Unirack Product 20 Year Warranty** covers structural failure and defects in materials and workmanship in specified new products* manufactured by Unirack.

For the Unirack 20 Year Product Warranty to remain valid, Unirack must carry out an inspection and complete any required repairs of your storage installation and Unirack products during each consecutive 12 month period from the date of purchase for the duration of the Unirack Product 20 Year Warranty.

To learn more about the **Unirack Product 20 Year Product Warranty*** just call your nearest location and discuss with one of our friendly staff.

Note: applies to Unirack uprights, beams and bracings (Unirack Products).

#Conditions apply: please refer to Unirack 20 Year Warranty Terms and Conditions overleaf.

Terms and Conditions

In addition to the minimum conditions or warranties expressed or implied by the Competition and Consumer Act 2010 (Australian Consumer Law) or other similar legislation relating to the sale of products of this kind in Australia, Unirack Pty Limited ABN 20 163 969 499 ("Unirack") provides the following commitment in support of a Unirack Product manufactured by Unirack and supplied and installed within Australia ("Unirack Products"):

DEFINITIONS

In this warranty the following words have the corresponding meaning:

- "Customer" means the party that purchased the Unirack Product from Unirack or an authorised representative.
- Unirack Product" means any new uprights, beams or bracings manufactured by Unirack
- "20 Year" means the total period of twenty (20) years commencing on the date of delivery to the Customer or the date of purchase by the Customer of the Unirack Product.
- "structural failure", "structurally fails" or "any other defect" means cracking, breaking or collapsing of the Unirack Product not resulting from misuse, negligence or accident.

1. 20 YEAR WARRANTY AGAINST STRUCTURAL FAILURE

- 1.1. Unirack warrants to the Customer that if the Unirack Product structurally fails during its 20 Year then the Unirack Product will be repaired or replaced with a new or equivalent product free of charge, subject always to the terms and conditions of this warranty.
- 1.2. This warranty will be void where the Unirack Product has been subjected to application, stress or imposed loadings in excess of that specified by Unirack or misuse, negligence or accident (as Unirack determines), by parties other than Unirack
- 1.3. The Customer must immediately give written notice to Unirack and/or its authorised representative upon discovery of a suspected structural failure or any other defect in the Unirack Product and allow Unirack access to the place of installation for the purpose of inspecting the Unirack Product and fulfilling its obligations under this warranty.
- 1.4. This warranty is not transferable and only applies to the Customer and any new and previously unused Unirack Product. It does not otherwise apply and is subject to the exclusions set out in clause 4.

2. 20 YEAR WARRANTY AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP

- 2.1. Unirack warrants that for the 20 Year of the Unirack Product, the Unirack Product will be free from defects in materials and workmanship. Any Unirack Product that, in Unirack's opinion, has deteriorated due to defects in materials and/or workmanship by Unirack will be replaced or repaired by Unirack without cost to the Customer in accordance with the terms and conditions of this warranty.
- 2.2. For the warranty in clause 2.1 to remain valid:
 - 2.2.1. the Customer must request and allow Unirack to inspect the installation of the Unirack Product during each consecutive 12 month warranty period for the 20 Year; and
 - 2.2.2. any Unirack Product that, in Unirack's opinion, is damaged or has deteriorated due to normal wear and tear or local environmental conditions, must be promptly replaced at the Customer's cost. Failure by the Customer to replace any Unirack Product or part identified by Unirack as having deteriorated in this way will void the 20 Year warranty.
- 2.3. Unless otherwise notified in writing, Unirack's and/or its representative's inspection during the initial 12-month period of the 20 Year and in subsequent 12 month warranty periods will be charged to the Customer at the rate applicable at the time of the inspection, as notified in writing from time to time by Unirack and/or its authorised

representative. The Customer must pay Unirack any such fees or charges promptly and in accordance with Unirack's payment terms; otherwise this 20 Year warranty will be deemed void and of no effect.

- 2.4. After the successful completion of each inspection, and subject to the findings of such inspection being to Unirack's satisfaction (including with respect to the use and maintenance of the Unirack Product), Unirack or its authorised representative will issue an inspection report and/or an invoice confirming the inspection has been carried out and the Unirack Product is covered for the following 12-month period.
- 2.5. This warranty is not transferable and only applies to the Customer and any new and previously unused Unirack Product that has been installed by Unirack and/or its authorised representatives. It does not otherwise apply and is subject to the exclusions set out in clause 4.

3. HOW TO MAKE A CLAIM

To make a warranty claim you should:

- 3.1. Inform Unirack or its authorised representative as soon as practicable after you become aware of the defect or suspected structural failure;
- 3.2. Provide a description of the fault, the Unirack Product serial or identification number, date of delivery and delivery organisation, installation details; inspection reports and or invoices as referred to in clause 2.4 and any additional information reasonably requested by Unirack or its authorised representative to assist in the warranty assessment;
- 3.3. The Customer must not return any of the Unirack Product to Unirack unless specifically requested to do so by Unirack or its authorised representative;
- 3.4. The Customer will be advised if an inspection of the installation of the Unirack Product is necessary within 30 days of being informed of the claim and Unirack or its authorised representative will undertake the inspection as soon as practicable
- 3.5. Within 30 days of carrying out an inspection or receiving a defective Unirack Product for examination, Unirack will determine whether the product was, in fact, defective and whether it is covered by this warranty and will inform the Customer of its determination.
- 3.6. Where recommended by Unirack, the Customer will immediately comply with instructions to repair the installation or replace some of its parts, and/or to unload the installation or suspend the use of the installation of the Unirack Product

4. EXCLUSIONS

- 4.1. This warranty will only apply to a new Unirack Product manufactured by Unirack and will not otherwise apply. The warranty does not apply if the Unirack Product:
 - has been subject to misuse, neglect, negligence, damage or accident
 - has been improperly maintained or operated
 - has been modified or altered in any way that is not approved by Unirack
 - has not been installed by Unirack or an authorised representative of Unirack in accordance with the installation instructions in effect at the time of installation
 - has not been used for the functions for which the product was designed for, or in accordance with any relevant Unirack user manuals or published instructions
 - is subject to abnormal use conditions or in excess of any capacity or purpose recommended by Unirack

- has been damaged by an external source regardless of its nature including without limitation damage caused by ultraviolet light or exposure to extreme environmental conditions such as salt, chemicals or chlorinated air
 - is subject to a fault caused by an Act of God or any other external factors outside the control of Unirack
- 4.2. To the fullest extent permitted by law or statute, Unirack will not be liable under this warranty for any liabilities, claims, damages, losses, costs and expenses of any nature including without limitation loss of market, loss of profit, loss of production or for any financial or economic loss including indirect or consequential loss or damage which may be suffered by the Customer or by any third party arising out of or in any way connected with the Unirack Product, including in respect of failure of the Unirack Product (both structural and defects in materials and workmanship), breach of statutory duty or by reason of tort (including but not limited to negligence) except as provided below.
- 4.3. Without prejudice to the preceding paragraphs of this warranty the obligations of Unirack under this warranty will be limited to one of the following at the election of Unirack: (i) repair of the Unirack Product; or (ii) delivery and installation of a replacement Unirack Product identical or equivalent to the original product.
- 4.4. Any modification, repair or alteration of the Unirack Product by any third party or the use of a Unirack Product in conjunction with other brands without Unirack's prior written approval releases Unirack of its obligations under this warranty.
- 4.5. If any Unirack Product is to be removed from an installation, moved to another location and is intended for active service at the new location, the Unirack Product must be re-certified by Unirack (which certification may be withheld in Unirack's absolute discretion) in order to maintain this warranty.
- 4.6. Unirack reserves the right to make improvements to any product as to design, materials or otherwise without incurring any obligations to install or make such improvements to any Unirack Product already supplied.
- 4.7. Notwithstanding any other provision of this 20 Year warranty, Unirack's liability arising from, under or in connection with this 20 Year warranty will be limited to the full replacement value of the Unirack Product supplied to the Customer.
- 4.8. Any dispute regarding the terms or conditions of this 20 Year warranty shall be resolved by Unirack, the outcome of any such dispute to be as determined by Unirack in its absolute discretion.
- 4.9. This warranty is governed by the laws of Victoria.

If the Customer is acquiring the Unirack Product from Unirack in the course of Unirack's business and that person is a "consumer" for the purposes of the Australian Consumer Law, then the following condition applies to the exclusion of any other contrary term or condition of the supply;

The Unirack Product comes 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 Unirack Product repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Please contact your Unirack Sales Representative to lodge a claim.

This voluntary warranty is given by: Unirack (Australia) Pty Limited ABN 20 163 969 499.

Business Address: Building 22 Commercial Drive, Dandenong South 3175

Phone: 03 8376-9464

Email: sales@Unirack.com.au

