



20 Year Limited Warranty

THIS EXPRESS WARRANTY APPLIES TO THE PRODUCT SOLD AND INSTALLED IN AUSTRALIA

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

WARRANTY PERIOD

The warranted product as outlined in this document is valid from the date of original purchase from Skylucent Constructs for a period of **20 YEARS** subject to the terms and conditions stated within.

SCOPE OF WARRANTY

In addition to the rights and remedies required under Australian Consumer Law, the company warrants the product subject to the terms of this document for roof applications as follows,

Workmanship & Structural Integrity- The product shall remain structurally fit for purpose as per its design intention and not fail, degrade or corrode to the extent rendering the product not fit for use due to manufacturing/workmanship defects or poor performance under the conditions of this agreement for a period of **20 years** for corrosive environments not exceeding category 3 (or category 4 where class 5 screws are optioned) as per ISO 9223/9224.

Light Transmission- Polycarbonate structure & Light transmission is warranted by the polycarbonate manufacturer under their warranty terms, Skylucent Constructs warrants against any loss of light performance beyond the manufacturer's terms that is solely caused by the workmanship of Skylucent Constructs for a period of **10 years**.

PROVIDER OF WARRANTY

The Trustee for Skylucent Trust (ABN: 51931212968) trading as Skylucent Constructs (the "Company") warrants the purchaser or the "consumer" of the product under the terms of this document.

Company Address- Skylucent Constructs, 32 Lakeside Drive, Carbrook, QLD 4130. Australia.

Contact: info@skylucen.com.au

CLAIM PROCESS

The purchaser/owner must give written notice to Skylucent Constructs by post or email as soon as reasonably possible after identifying the fault but not greater than 60 days or past the expiry of the warranty, the product must not be altered without permission. The purchaser/owner shall have all evidence of purchase and faults presented and shall provide clear access for assessment of claim. The purchaser/owner shall bear the costs of making the claim and substantiating it.

REMEDY FOR CLAIM

In the event of a warranty claim Skylucent Constructs will at its sole discretion:

- a) Supply an equivalent replacement of the defective products
- b) Repair the defective products
- c) Compensate for the repair of the defective product but not exceeding the purchase amount
- d) Provide a refund for the products not exceeding its purchase amount but at the following schedule
 - i) Full refund if fault is within 7 years of the warranty period
 - ii) 40% refund exceeding 7 years of the warranty period

Remedial work does not extend the warranty period.

CONDITIONS OF WARRANTY

This warranty shall only apply under the following conditions:

- 1) The warranty is solely to the benefit of the consumer and is not transferrable to subsequent owners.
- 2) Warranty is subject to full payment of agreed amount being received for the product. In lieu of a warranty card, reasonable evidence of purchase details required such as proof of purchase receipt, evidence of full payment, installers details, and install date.
- 3) Defect must be notified to Skylucent Constructs within 60 days of the defect being discovered and not after the expiry of the warranty period.
- 4) A claim can only be recognised after a company representative has inspected the fault without restriction of access prior to replacement, removal, or repair of the product. If further investigation is required to ascertain the cause, then the consumer shall be responsible for such costs and only reimbursed if such costs were pre-approved and the investigation determined that the fault is covered under these warranty terms.
- 5) The Company's responsibility under this warranty is limited to repairing, replacing or refunding the defective products with the choice being at the company's sole discretion, the company also reserves right to appoint its own repairers.
- 6) The product is installed on the following conditions,
 - a. Installation done as per the installation guide or instructions provided at the time of install in accordance to engineering specifications relevant to the site application/environment conditions.
 - b. The installation including third party attached products is in accordance with AS3500 Plumbing, Drainage and/or AS HB39, ISO 9223, and in accordance with the National Construction Code of Australia and any other relevant authority regulations/Industry codes.
 - c. Product is handled and stored as per installation guide and maintenance carried out as per the Care & Maintenance guide provided after installation and as may be provided from time to time after.
 - d. The product is correctly installed as part of a finished roof/façade system which includes but not limited to roof skylight sheets and structural supports and adjoining panels installed in compliance with the relevant codes mentioned in 6(b) and their respective install guides.
 - e. The product is used alongside the intended materials it was designed to be used with
- 7) The product has not been tampered or modified without prior official approval from Skylucent Constructs.
- 8) If the product is to be also used for electrical cable bypassing, that any required hole drilling be approved by Skylucent and that such cables should not interfere with the systems performance, qualified electricians are to advise on appropriate conduiting.
- 9) The purchaser (whether approved by the consumer or not) has selected an appropriate finish and optioned class 5 screws if application is in a corrosive environment exceeding category 3.
- 10) The building in which the product is installed in is maintained for including periodic pest inspection.
- 11) Agreement of these warranty terms are in lieu of all other considerations or guarantees expressed or implied except to the extent that any statute applicable to this Warranty prevents the exclusion, restrictions or modification of such conditions or warranties.ER

Skylucent Constructs is not held responsible for ensuring that the product is appropriate for the intended application and environment. Site visits and installation advice do not constitute guarantee of workmanship of third-party installations. Any term of this warranty which is wholly or partially void or unenforceable due to local laws is severed to the extent that it is void or unenforceable. The validity of the remainder of this document is not affected.

EXCLUSIONS

Product warranty does not apply to, nor the company is liable for, matters including but not limited to:

- 1) Damage to, or deterioration of the product arising from external causes outside of the company's control including but not limited to, building structure movement/pressure, welding or other heating, damage caused as a result of another product/material or third party accessory failure, design flaws of the building or engineering, Impact damage, overloading, electrolytic damage, chemical attack including ocean/marine splash, incorrect cleaning, neglect of maintenance, vermin infestation, misuse, fire, explosion, radiation, collision, accidental damage, injuries whilst handling, transport damage, acts of God, wars, civil commotion, vandalism/malicious damage, adverse weather conditions (such as, for example, cyclones, lightning strikes or hail storms that may penetrate through to roof sheeting onto the product resulting in water ingress) and the like.
- 2) Damage to, or deterioration of the product caused by poor/incorrect installation or work carried out on the product or any other part of the roofing structure of which the product forms part of before, during or after installation, or damage due to mishandling of the product during install
- 3) Cracking, peeling, or discolouring in any third party nominated finish coatings applied on the Product. Note: it is the consumers responsibility to liaise with the manufacturer of the coating to ensure suitability to the environment, in the event where a coating is applied with expressed warranty, the company will provide the consumer with the third party's warranty certificate.
- 4) Adhesion and marking due to failure to remove protective plastic film over aluminium and polycarbonate panels during installation.
- 5) Corrosive environments in which the product was not designed to meet as per ISO 9223/9224, as well as environments that sustain a 60°C and above heat flux on the product.
- 6) Direct contact with fertilizer/soils or dissimilar metals that could cause corrosion.
- 7) Product failure of third-party supplied roof sheeting that could cause damage such as by water ingress
- 8) Product alterations or application use that is not approved by Skylucent Constructs
- 9) Excludes wear and tear items on the product exterior such as foam tape and butyl sealants
- 10) Excludes recovery for consequential or incidental damages resulting from breach of warranty including but not limited to, labor & freight cost, loss of business, machine hire, loss of use, and personal injuries.
- 11) Defects caused by failure to adhere to the SwiftBox Care & Maintenance Guide or as a result of poor building maintenance including but not limited to pest infestation and growth of mould.

THIRD PARTY RELATED WARRANTIES

This warranty does not apply in respect to third party manufacturers or coating systems. Please refer to the respective manufacturer issued warranties where applicable for polycarbonate panels, translucent roof sheeting, and powder coated or anodized finishes.

NOTICE

The benefits to you given by this Warranty are in addition to any other rights and remedies you may have under a law in relation to the Goods to which this Warranty relates, but only to the extent that such other rights and remedies cannot be excluded. This warranty shall be governed by Australian laws with Queensland as the exclusive jurisdiction.