

1) A TO Z FENCES WARRANTY AND REPLACE POLICY

2) In addition to any rights a Customer has under the New Zealand Consumer Guarantees Act 1993, (set out in paragraphs below), ATOZ allows returns and replacements of Products on the following terms and conditions.

Under the Consumer Guarantees Act 1993 ('CGA'), you have legal rights for goods [and services] you buy. These are called 'consumer guarantees', and include the following:

1. A guarantee that the goods are of acceptable quality, such that the goods are:
 - fit for all the purposes for which goods of that type are commonly supplied;
 - free from minor defects;
 - safe;
 - durable; and
 - acceptable in appearance and finish
2. A guarantee that the goods are fit for any particular purpose made known by you, or for which we represent that they are or will be fit;
3. A guarantee that the goods correspond with any description with which the goods are supplied; and
4. A guarantee that the goods correspond with any sample or demonstration model where the goods are supplied by reference to such sample or model.

If the goods we supply do not meet a consumer guarantee, we will meet our obligations under the CGA to provide a remedy.

These guarantees are in addition to any warranty offered by a supplier, and you may have rights against the supplier directly.

The CGA does not apply where the goods have been used in a manner, or to an extent which is inconsistent with the manner or extent of use that a reasonable consumer would expect to obtain from the goods; and the goods would have complied with the guarantee of acceptable quality if they had not been used in the manner or to that extent.

BUSINESSES DEALING WITH US

If you are purchasing goods (or services) from ATOZ for business purposes as defined in sections 2 and 43 of the CGA, you agree that the consumer guarantees provided for in the CGA will not apply to the supply of those goods (or services).

3) **Replacement of Defective Products Identified on Delivery**

- a) Any claim that the Products are defective, damaged during delivery, are short delivered or otherwise not in accordance with the Customer's Order, must be made to ATOZ within 5 business days of the date of delivery or collection of the Products.
- b) If the Customer fails to make a claim within that time, then to the extent permitted by law, the Products are deemed to have been accepted by the Customer.

- c) The Customer must comply with all reasonable requests by ATOZ in relation to the claimed defect. This may include providing photographs of the defective products, allowing access to the defective products, or returning the defective goods to ATOZ.
 - d) If a defect is confirmed by ATOZ, then ATOZ will replace the defective products at no cost to the Customer. All re-delivery costs will be covered by ATOZ.
 - e) If ATOZ does not require the defective products to be returned, ATOZ is not liable for any removal or disposal charges incurred by the Customer.
- 4) **Limited Lifetime Warranty (LLW)**
- a) This LLW is subject to the limitations and qualifications set out below.
 - b) The period of this LLW has been determined in consideration of the intended use of the Products and the location at which the Products will be used.
 - c) *Rights and Protections*
- 5) ATOZ warrants that the material used for the Products for use on a private property will have a life free from defects caused by faulty materials or manufacturing defects. The LLW only applies to Products manufactured and supplied by Think Fencing PTY Ltd or its certified re-sellers and is subject to:
- 6) the installation of the materials being carried out in accordance with ATOZ instructions; and
- (1) the installation not having been compromised in any way due to faulty workmanship or installation. Should such faulty workmanship or installation occur at the site address, ATOZ at its discretion may declare this warranty null and void.
 - ii) This LLW covers manufacturing defects, including blistering, flaking, peeling or premature decomposition of its vinyl, ASA and MDPE components.
 - iii) This LLW covers material against premature decomposition and such premature decomposition is defined as the material being unsuitable and no longer fit for the purposes within a reasonable period for its geographical locations. 'Purpose' means material being unserviceable for the purpose of fencing barriers but not enclosures.
 - iv) ATOZ sources and designs its material to collapse and/or break under impact to reduce any potential injury to any animal, person or property which could be in a position of contact with or near the fencing system. The LLW does not cover any such injuries or damages sustained to any animal, person or property as a result of the fencing system breakdown and ATOZ will not be held responsible for any such damage.
 - v) ATOZ warrants that if any material used becomes necessary to be replaced under this LLW, the material used as its replacement may be substituted for a comparable product of quality and price should ATOZ have changed its formula, product range and/or colour due to meeting changing market demands and new designs and technology emerge.
- b) *Notification of claim under LLW*
- i) Please note that any claim under this LLW must be notified to ATOZ within a reasonable time (and in any event no more than 30 days) after you first noticed or ought reasonably to have noticed the defect or issue. If ATOZ is not notified of the claim within a reasonable time of you first noticing the defect or issue, ATOZ may in its absolute discretion deny the claim and ATOZ shall have no liability under this LLW.
 - ii) To initiate a claim under this LLW, contact ATOZ on 0273250350 or sales@atozfences.co.nz or via our [warranty form](#) on the site.
- 7) **Contractor Warranty**
- i. The contractor upon fence completion will ensure you the client are happy with the completed job and will have a sign off form to validate this process.
 - ii. The warranty should cease and the contractor will not be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the contractors consent.
 - iii. In respect of all claims, the contractor shall not be liable to compensate the client in any delay in either replacing or remedying the workmanship or improperly assessing the clients claim.
 - iv. Materials not manufactured by the contractor, the warranty shall be the current warranty provided by ATOZ Fences. The contractor shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by ATOZ Fences.

8) Contacting us

9) If you have any questions about our *Terms & Conditions* and would like further information, please contact us by any of the following means during business hours Monday to Friday.

Post: Attn: Claims Manager,

ATOZ,

Ph0273250350

E-mail: sales@atozfences.co.nz