



# ALUXOR

AWNING SYSTEMS

## Terms and Conditions and Product Maintenance

### Terms and Conditions

#### 1. DEFINITIONS

In this document:

- (i) 'Aluxor' means Aluxor Industries Pty Ltd trading as Aluxor Awning Systems (ABN 43 326 634 246), its successors and assigns.
- (ii) 'Automation Systems' means motors and sensors supplied with the Goods.
- (iii) 'Awning' means a sunshade system supplied as Goods, including a retractable folding arm system, Sundream® conservatory system, umbrella, vertical screen and pivot arm screen.
- (iv) 'Conditions' means the terms and conditions contained in this document.
- (v) 'Consumer' means a party that acquires Goods using the Goods for private or commercial applications from a Distributor or Aluxor.
- (vi) 'Distributor' means an entity or person with whom Aluxor contracts to supply the Goods for the purpose of re-sale to a Consumer.
- (vii) 'Goods' means goods sold by Aluxor to a Distributor or Consumer.
- (viii) 'Light Rain' means 1 litre / m<sup>2</sup> per hour.
- (ix) 'Maintenance Instructions' means the instructions provided by Aluxor for maintaining the Goods.
- (x) 'Sale Agreement' means the agreement between Aluxor and the Distributor or Consumer for the supply and purchase of Goods.
- (xi) 'Warranty' means the terms and conditions of the warranty for the supply of Goods by Aluxor set out in this document.
- (xii) 'Warranty Period' means 5 years from the date of the invoice from Aluxor to the Distributor or Consumer, as the case may be, for folding arm, conservatory and Automation Systems (other than Motion Sensors) and 3 years for Eco folding arm awnings, vertical screens, pivot arm systems and Motion Sensors.
- (xiii) 'Wind Rating' means wind class Beaufort 5, up to 38km/hour, for folding arm awnings and Beaufort 5 and 6, up to 38 and 49 km per hour, for Sundream® and Vertical systems.

#### 2. GENERAL INFORMATION

Aluxor's Awnings are designed to be used as sun shelters in calm conditions. The use for any other purpose or in any other conditions is done at the Consumer's risk.

In case of wind, the Awning must be retracted and under no circumstances should the Awning be allowed to hold water. No objects should be attached to or hung from the Awning as damage may occur.

Electronic controls such as wind sensors are a valuable safeguard but will not guarantee protection in all circumstances.

#### 3. PRODUCT MAINTENANCE

The Goods shall be maintained by the Consumer in accordance with the Maintenance Instructions.

#### 4. WARRANTY

Subject to Clause 5, below, Aluxor warrants that the Goods shall be free of defects in material and workmanship for the Warranty Period.

Components supplied by Aluxor which fail during this period will be replaced or repaired, at the discretion of Aluxor, free of charge upon receipt of a purchase order from the Distributor and the return of the defective parts or Goods. This Warranty is limited to the replacement of the parts, with Aluxor not being liable for costs incurred in returning the parts or Goods, electrician's and other trades costs, attendance at the site of the installed Goods or for any subsequent installation costs.

If Goods are replaced under this Warranty, the replacement Goods will be subject to the same Warranty terms for the remaining duration of the Warranty Period only.

The Warranty is based on Aluxor being provided, free of charge, clear access and a suitable, safe, work platform, if requested by Aluxor, to assess any repair work required. Attendance at the site of the installed Goods to inspect the Goods pursuant to a claim under this Warranty is at the discretion of Aluxor. If required by Aluxor, the Goods are to be returned to Aluxor's premises for inspection at the cost of the Distributor.

Any claims for replacement of Goods under this Warranty are to be made to Aluxor by the Distributor that supplied the Goods to the Consumer. Servicing the Goods, including replacement of parts supplied by Aluxor under this Warranty, is the responsibility of the Distributor.

#### 5. NOT COVERED BY THIS WARRANTY

The following is not covered by this Warranty:

- (i) Fair wear and tear.
- (ii) Damage resulting from accidents, negligence, neglect or default on the part of the Distributor (including incorrect installation of the Goods), Consumer or third parties.
- (iii) Damage, including adjustment to the pitch settings of folding arm awning, resulting from storm, wind, rain, hail or snow.
- (iv) Damage resulting from The Distributor or Consumer not following the Maintenance Instructions for the Goods.
- (v) Damage to or deterioration in the performance of the Goods when repairs or adjustments to the Goods have been undertaken by a party other than Aluxor or a technician not approved by Aluxor.
- (vi) Deterioration of surface finishes due to exposure to ocean salt spray or other corrosive atmosphere including hazardous industrial processes.
- (vii) When any coating agent, other than a mild detergent diluted in lukewarm water for cleaning purposes, is applied to the fabric.
- (viii) Any on-site labour, third party costs or electrical costs (other than the direct replacement of components forming part of the Automation Systems supplied by Aluxor) unless otherwise expressly warranted by Aluxor.
- (ix) Goods ordered outside of recommended specifications and Goods purchased from parties other than Aluxor or a Distributor.
- (x) Fabrics, Automation Systems or any other item fitted to the Goods not supplied by Aluxor.
- (xi) Consumable items that form part of the Goods including tape drives on conservatory systems.

(xii) Small colour variations from powdercoating colour samples and between components and profiles and variations in fabric colours from samples that are caused by industrial processes.

(xiii) Changes or variations in the fabric including veining and folding over time caused by the natural reaction of the fabric to the environment.

(xiv) Interference with radio signals of Automation Systems caused by any external factors, including radio signals in the vicinity of the Goods, or internal electric systems to which the Goods are connected.

(xv) Water damage to Automation Systems or interference with the Automation System controls caused by the Consumer or a third party changing the limit settings of the Goods.

(xvi) Damage to Automation Systems through failure to follow manufacturer's specifications, including failing to annually change batteries on motion sensors and remote control hand/wall sets, or damage caused by insects or debris. Automation Systems returned to Aluxor will then be forwarded to the Automation manufacturer for assessment to determine if a valid warranty claim applies to the Goods.

(xvii) Damage to Goods caused by Force Majeure or extreme weather events.

All implied terms, conditions and warranties are to be excluded from this agreement, except for those that are mandatory by the law within the New South Wales jurisdiction.

#### 6. RESPONSIBILITY OF THE DISTRIBUTOR

*It is the responsibility of the Distributor of the Goods to:*

- (i) Be familiar with the components, operating systems and installation system for the Goods being sold to the Consumer.
- (ii) Ensure the fixing surface and location for the Goods is suitable having regard to the capabilities of the Goods and identify if additional fixing brackets are required beyond the minimum number specified by Aluxor.
- (iii) Ensure the Consumer of the Goods fully understands the Goods and any limitations of the

Goods.

(iv) Ensure the Consumer is aware that any warranty claims shall be directed to the Distributor and that the Distributor shall then be responsible for contacting Aluxor to assess the warranty claim.

## 7. PRICING AND SPECIFICATION CHANGES

The price, design and specification of Aluxor's Goods may be subject to change without notice.

## 8. RISK AND TITLE

Aluxor warrants that the Goods supplied will be of merchantable quality. Upon collection of the Goods or dispatch of the Goods, as the case may be, from Aluxor's premises, any risk associated with the Goods will pass to the collecting or dispatching party, as the case may be, being the Distributor, the Consumer or a party on either's behalf. Aluxor retains its title over the Goods until all payments associated with the Goods are made in full. Further:

(i) The Distributor may only sell the Goods as Aluxor's fiduciary agent for the account of Aluxor and the proceeds of such sale (including any proceeds from insurance claims) will be the property of Aluxor to be held by the Distributor for and on behalf of Aluxor in a separate bank account.

(ii) The Distributor must store the Goods in a proper manner that clearly identifies the Goods as the property of Aluxor; and

(iii) The Distributor must not bail, pledge, mortgage, charge, grant a lien over, lease or assign the Goods without the consent of Aluxor.

The Distributor irrevocably authorises Aluxor at any time to enter any premises upon which the Goods the subject of the Sale Agreement are stored to enable Aluxor to inspect the Goods and if the Distributor has breached the Sale Agreement, reclaim possession of the Goods.

The Distributor acknowledges and agrees that Aluxor may recover the price of the Goods by legal action if payment for the Goods is overdue notwithstanding that property in the Goods has not passed to the Distributor.

If any provision of this licence is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it is to be severed so that the validity and enforceability of the remaining provisions remain the same.

## 9. GOVERNING LAW AND JURISDICTION

The law of New South Wales shall govern the contract for the supply of Goods by Aluxor. Aluxor and the Distributor of the Goods or Consumer, as applicable, shall submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

# Maintenance Instructions

## 1. GENERAL INFORMATION

Aluxor's Awnings are designed to be used as sun shelters in calm conditions. The use for any other purpose or in any other conditions is done at the Consumer's risk.

The awning must be retracted when it is not in use or when left unattended.

In case of wind the awning must be retracted and under no circumstances should the awning be allowed to hold water. No objects should be attached to or hung from the awning as damage may occur.

Electronic controls such as wind and rain sensors are a valuable safeguard but will not guarantee protection in all circumstances.

**WARNING:** Extreme care is required when adjusting the arms on a folding arm awning. The arms have a high tension internal spring mechanism that can snap forward if inadvertently released from the back support bar or extruded aluminium front bar and can cause serious damage or injury if released. In particular, do not adjust, release or undo the fixings connecting the arms to the back bar or front bar. Adjustments or repairs to awnings should only be undertaken by experienced technicians recommended by Aluxor.

Extreme care is required with motorised products. Avoid water contact with motor systems and do not attempt to adjust the motor settings.

Awnings should be operated (ie extended and retracted) at least every two months to maintain proper working order.

These Maintenance Instructions should be read in conjunction with the Terms and Conditions of Sale, including the definitions therein.

## 2. WIND AND RAIN CONDITIONS

Folding Arm Awnings have a wind class rating Beaufort 5, up to 38km/hour, and Sundream® systems ranging between Beaufort 5 and 6, up to 38 and 49 km per hour.

Notwithstanding this wind rating, it is the responsibility of the Consumer to retract the awning in windy conditions. As a guide, when it is uncomfortable sitting outside whilst eating a meal or reading a newspaper, then the conditions are likely to be unsuitable for the awning and so it should be retracted.

Particular care is required to avoid exposure of awnings to gusty winds. Never extend the awning in strong winds. If the awning is extended when strong winds occur, it should be immediately retracted even if the fabric is wet.

Whilst the awning fabric can withstand light rain or drizzle, it is not designed as a rain protection system as the effect of pooling water will damage the operating system and stretch fabric over time. Therefore it is not recommended that the awning be left out in rainy conditions.

To the extent the Consumer intends to leave the awning extended in wet conditions, a pitch of 12° will assist in minimising water pooling on the fabric. This will vary depending on the size of the awning and should be determined in consultation with your Aluxor Distributor.

## 3. AWNING MAINTENANCE – POWDERCOATING

The build up of dirt on the extruded profiles reduces the life of the powdercoating. Powdercoated sections should be cleaned at least every six months (or at least every two to three months in marine environments). Surfaces should be washed with clear water or a natural soap based mild detergent, diluted in lukewarm water, which is then rinsed off. Do not use chemicals or abrasive cleaners.

Any contact between powdercoat material and 'wet-trade work' such as cement render, mortar

or magnesite should be avoided.

Acids, solvents or other chemicals must not be allowed to splash on finished work.

When cleaning the frame or fabric, take care to ensure water does not splash onto the motor.

Silicone spray can be applied to frame joints, hardware and cables. In marine environments it is recommended this be done at least annually. Ensure the lubricant does not come into contact with the fabric. WD-40 is not recommended.

## 4. AWNING MAINTENANCE – FABRIC

Acrylic canvas fabrics are natural products whose appearance may change over time and in varying weather conditions. These changes, including waffling, veining and folding, are normal and consistent with the manufacturer's specifications.

If the awning is retracted when wet, then extend the awning at the first opportunity to allow the fabric to dry so as to discourage the growth of algae, mildew or other fungal growth.

To maintain the appearance and life of the fabric, clean the fabric by brushing regularly with a soft, dry brush. Occasionally hose down with clear, cold water on sunny days.

Do not allow dirt, dust, grime, leaf litter and bird matter to remain on the fabric as these are mediums for bacteria growth. Rinse the fabric as soon as possible to remove matter. For persistent stains, use a natural soap based mild detergent diluted in lukewarm water, then rinse. Do not use strong bleaches.

For fibreglass based materials with a polymer coating, use a clear coloured cleaner such as Spray and Wipe. Be sure to test the effect of the cleaner on a discreet part of the fabric to ensure the material is not stained or bleached by the product.

For small tears and holes, fabric repairs are available from an Aluxor Distributor.

For difficult marks, fabric cleaners are available which can be sprayed on and wiped off with a clean rag. Refer to the product website [www.303products.com](http://www.303products.com)

## 5. OPERATING SYSTEM – CONSERVATORY AWNINGS

The Sundream® Conservatory Awning operates on a spring loaded tension system with drive tapes. Any repairs to the operating system should only be done under the direction of Aluxor by an authorised and experienced technician.

## 6. MANUAL OPERATING SYSTEMS

Folding Arm Awnings and Vertical Screens may be fitted with a manually operated gearbox where for models other than the Eco® and Olympus® the outer limit of the extended awning has factory settings that prevent over-winding of the awning.

The rotation of the left hand and right hand gearboxes are opposite for extension and retraction (clockwise and anti-clockwise). If the gearbox is not winding smoothly or there is resistance in any form, rotate the crank handle in the opposite direction to release pressure on the gearbox, but in no circumstances attempt to force the gearbox.

When rotating the eyelet on the gearbox, ensure the crank handle is directly under the eyelet so as to avoid unnecessary stress and leverage on

the eyelet.

## 7. AUTOMATED SYSTEMS

Folding Arm Awnings and Vertical Screens may be fitted with a hardwired or remote operated motor. All Sundream® Awnings are fitted with a hardwired or remote operated motor. The motor is pre-set and does not require any adjustment by the Consumer.

Motors fitted to Awnings are rated to Ingress Protection IP44. When installed, the Distributor should ensure the motor cable is dropping down to ensure it does not create a drip line into the motor.

Repeated use of the motor in a short period will cause overheating and automatically cut out the motor temporarily. The thermal override in the motor will make it inoperable until it is cooled, which can take up to 15 minutes. Care is needed to avoid overuse during windy conditions.

Water contact on the motor may cause the motor to be inoperable. Similarly, the remote control may become inoperable if it is in contact with or submerged in water.

When using the remote control, press only one button at a time. Pressing and holding multiple buttons may change programs and limit settings. Do not press the button on the back of the remote.

If the light doesn't work on the remote control then the 3V flat lithium battery may need replacing.

It is recommended that wind sensors be cleaned and sprayed with insect repellent regularly (at least every 3 months) so as to prevent spiders and insects building webs and nests.

If a motion sensor is fitted to a Folding Arm Awning, the battery may need to be changed annually depending on the amount of use. The responsiveness of the sensor should be tested by manually moving the front bar up and down.

Operating manuals for motors and sensors are supplied with the awnings.

## 8. REPAIRS AND MAINTENANCE

Repairs or service to the awning should only be undertaken by experienced technicians approved by Aluxor. Repairs done by a party other than the Distributor or a technician approved by Aluxor may invalidate the product warranty.

For after sales service, the Consumer should contact the Aluxor Distributor that supplied and installed the awning.

## 9. CONTACT DETAILS

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## YOUR AUTHORISED DISTRIBUTOR IS :