

hamma®

flexi-mesh®

All hamma® and Flexi-Mesh® products carry a **10-year warranty** against defects/workmanship from date of purchase.

See [www.arcuswire.com](http://www.arcuswire.com) for terms and conditions.



## 1. WARRANTY AGAINST DEFECTS

- 1.1. The warranty against defects in this clause 13 is in addition to any statutory warranties the Customer is entitled to under the CCA.
- 1.2. Subject to clauses 13.3 and 13.4, Arcus warrants all Goods manufactured, and all Services performed, by Arcus to be free from defects in materials and workmanship for ten (10) years from the date of invoice to the Customer (or any other period Arcus in its absolute discretion agrees to in writing) (Warranty Period). During Warranty Period, if Arcus agrees (acting reasonably) that the Goods or Services are defective, Arcus will, at its option, either:
  - (a) in the case of Goods, repair or replace the Goods;
  - (b) in the case of Services, perform the Services again,
 at no extra cost to the Customer.
- 1.3. If Arcus elects to replace Goods, replacement may be with comparable goods if the item under warranty is no longer in production.
- 1.4. Repair or replacement of Goods does not extend or restart the Warranty Period.
- 1.5. If the Customer is considered a 'consumer' for the purposes of the CCA, then Arcus' Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, the Customer is entitled:
  - (a) to cancel the Customer's service contract with Arcus; and
  - (b) to a refund for the unused portion, or to compensation for its reduced value.

The Customer is 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, the Customer is entitled to have the failure rectified in a reasonable time. If this is not done, the Customer is entitled to a refund for the Goods and to cancel the contract for the Services and obtain a refund for any unused portion. The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Goods or Service.

- 1.6. For the purposes of this warranty, a defect does not include visual appearances such as tea staining or discolouration.
- 1.7. This warranty against defects does not apply:
  - (a) to Goods which have been improperly fitted, improperly maintained or used in any application for which it has not been intended;
  - (b) to normal wear which can reasonably be expected in normal use of the Goods;
  - (c) to components or assemblies used in aeronautical applications;
  - (d) to Goods installed in severe chlorine or high humidity environments where chloramines occur (e.g. covered swimming pools), due to potential stress corrosion;
  - (e) where there has been an electric current passed through the Goods;
  - (f) where there has been a failure by the Customer or an end user of the Goods or Services to carry out or observe instructions or directions given by Arcus;
  - (g) where there has been a modification or repair of the Goods or Services attempted or carried out by the Customer or any other person; and
  - (h) in relation to stainless steel Goods, to those stainless steel Goods which have not been cleaned and maintained in accordance with Arcus' Cleaning and Maintenance Guidelines, located at <https://www.arcuswire.com/downloads>.
- 1.8. To make a claim under this clause 13, the Customer must (within the Warranty Period and within 14 days of the defect becoming evident) submit a claim to Arcus using the following contact details:  
 Phone: 1800 272 879  
 Address: 9 Keller Crescent, Carrara, Queensland, 4211  
 Email: [sales@arcuswire.com](mailto:sales@arcuswire.com)
- 1.9. The Customer's claim must include the following information:
  - (a) the Customer's name, address and phone number;
  - (b) a description of the Goods or Services;
  - (c) a description of the defect (with supporting photos, where relevant), and the circumstances in which the defect appeared;
  - (d) proof of the Customer's purchase of the Goods or Services and details of the date and place of supply;
  - (e) in relation to stainless steel Goods, evidence of the Customer's compliance with Arcus' Cleaning and Maintenance Guidelines; and
  - (f) any other information Arcus reasonably requests about the circumstances in which the Customer considers gave rise to the defect.
- 1.10. Arcus will then arrange for the Goods or Services to be inspected to determine whether they are defective. Arcus will charge a call-out fee for this inspection, however any call-out fee charged will be refunded if Arcus determines (acting reasonably) that the Goods or Services are defective.
- 1.11. The Customer acknowledges that the warranties in this clause 13 are given by Arcus for the benefit of the Customer only and are not transferable.
- 1.12. This clause 13 sets out the sole remedy for the Customer under the warranty given by Arcus in this clause.