

PRODUCT WARRANTY

Vogl warrants that its VoglFuge products are supplied free of defects in material and workmanship for a period of ten (10) years and will at its option repair and/or replace any product found to be defective in manufacture.

Conditions of warranty

1. We are obligated to provide the Goods free from material defects and defects of title. The Goods are free from defects when they possess the agreed quality or are suitable for common use and have a quality that is usual amongst goods of the same nature and the can be expected by the Purchaser from this type of goods.
2. Suitability of the product for the given application must be determined by the specifier as the success of the installation is dependent on a number of factors outside Vogl's control.
3. The warranty only applies to VoglFuge products that have been installed in strict accordance to Vogls published installation & maintenance instructions and in accordance with all relevant provisions of the current Building Code of Australia regulations and standards.
4. Minor deviations in the product properties, in particular minor differences in colour and texture as well as insignificant deviations in length, width and thickness of the material delivered, are not valid as defects.
5. If the Goods do not have these properties, the Purchaser can expect subsequent fulfilment within the warranty period, provided that they have complied with their obligation of immediate inspection and notification of defects.
6. It is our decision whether we remedy or deliver replacement Goods. If this is impossible or too expensive, i.e; possible only on the basis of disproportionately high costs, we can refuse subsequent fulfilment. In this case, the Purchaser may withdraw from the contract or, if they keep the defective Goods, demand an appropriate price discount. Here, the value of the goods in a state free of defects and the significance of the defect for the fulfilment of the contractually intended results need to be specifically taken into consideration.
7. If the Purchaser withdraws from the contract without any justifying cause, they have to pay lump-sum damages of 30% of the value of the goods due to breach of contract unless the Purchaser can prove minor damages. If our damage is verifiably larger, we may demand higher compensation of damages.
8. Vogl will not be liable for claims arising as a result of poor installation or workmanship, structural movement and any other conditions outside those classed as acceptable in Vogl literature. This includes the presence of moisture, humidity, liquid water and extreme temperatures.
9. The warranty applies exclusively to projects in Australia.

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