



Valid since: 01/07/2018

Valid in Region: South Australia

Guarantee **Lifestyles of Distinction Pty Ltd trading as Pergolas of Distinction** guarantees that by the date of the invoice, the products meet the technical specifications detailed in this guarantee, and all provided data sheets.

Not valid: If Pergolas of Distinction is not in receipt of project sign off and full payment within 14 days of the project practical completed installation.

If the construction requirements, as specified by Pergolas of Distinction in manufacturing specification and Australian Building Standards are not adhered to.

If the care and maintenance schedule, as specified by Pergolas of Distinction is not adhered to.

WARRANTY

1. Installation

- 1.1** The installation of products supplied by Pergolas of Distinction should be undertaken by a certified Pergolas of Distinction technical installer and certified licence builder.
- 1.2** Installation means cutting, assembly and installation of pergola components.
- 1.3** A faulty installation is one that carries a serious threat to quality, safety or use of the pergola and makes the product unfit for the use for which it was intended or severely reduces its usefulness.

2. Warranty General Conditions

- 2.1** The warranty starts on the date following receipt of full payment as per purchase contract.
- 2.2** The warranty is extended only to the original purchaser and is not transferable.

- 2.3 The warranty applies only to the location where the pergola is originally installed, as per site plan and original contract.
- 2.4 Transportation costs relating to the replacement of defective parts are not included.
- 2.5 The products supplied by Pergolas of Distinction remain the property of Pergolas of Distinction until the contract is paid in full.

3. Exclusions of Warranty Guarantee

- 3.1 Improper handling or storage of the product or goods.
- 3.2 Unauthorised modifications and repairs on the products.
- 3.3 Harmful effects due to soiling, chemicals, detergents or similar substances.
- 3.4 Impairment due to normal wear. (E.g. chips, scratches and fading.)
- 3.5 Incorrect and/or lack of care and maintenance, and records.
- 3.6 Damage due to extreme weather conditions inclusive of extreme heat, rain, hail, strong winds, lightning, floods, natural disasters (E.g. earthquakes), accidents and force majeure.
- 3.7 Damage due to microbial attacks and changes of the coatings resulting from it, favoured by external influences or the formation of condensate because of insufficient air circulation.
- 3.8 Damage resulting from repeated or inexperienced mounting and dismounting.
- 3.9 Diminution of the usability due to faulty installation.
- 3.10 Damage caused by vandalism or mechanical actions.
- 3.11 Installation labour costs are not included in the guarantee.
- 3.12 Damage or corrosion due to evidence and lack of maintenance of soil built up covering structural posts and galvanised supports
- 3.13 Pergola of Distinction will inspect and repair where appropriate defects reported by the customer. Damage resulting from installation by the customer that has not followed the guidelines as per Pergolas of Distinction warranty guide and maintenance schedule will not be recognised.
- 3.14 Inadequate compaction of the soil, or soil subsiding or slippage, poor drainage or flooding.

3.15 The products supplied by Pergolas of Distinction remain the property of Pergolas of Distinction until the contract is paid in full.

3.16 The attachments to existing buildings are excluded, due to the unknown condition of the existing building.

3.17 No warranty is offered for rust or corrosion of products installed within 20 (twenty) kilometres of the coastal fringe, near a swimming pool or other corrosive environments, unless the structure has been hot dipped galvanised or fabricated from 316 stainless steel. In addition to this condition, the recommended cleaning method and schedule must be maintained.

3.18 Powder coating steel which has been hot dipped galvanised results in an uneven and a rougher surface finish for example 'pinholes'. Warranty will not extend to aesthetic imperfections relating to powder coating on hot dipped galvanised steel.

3.19 No stipulation in this guarantee is intended to contradict any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Act in the state of South Australia, except to the extent permitted by those Acts where applicable.

4 Timber Pergola, Verandas and Carport Warranty

4.1 Pergolas of Distinction products are guarantee against structural defects for a period of 25 (twenty five) years and non-structural manufacturing defects for a period of 12 months, provided that the purchaser takes a few basic steps to maintain the structure we will replace faulty parts/ timbers within 25 years.

4.2 Pergolas of Distinction will provide a 25 year warranty against wood rot, insect and fungal attack in accordance with Australian Standard 1604. The product may also be structurally graded in accordance with AS 2858 ensuring in its long term performance. This means we will replace the affected pieces of timber on your structure at no cost to the original customer.

4.3 Pergolas of Distinction provides the following conditions to validate the warranty.

4.3.1 All Timber to be fully painted within one month of the supply with appropriate outdoor acrylic paint or stain.

4.3.2 All timber to be "well maintained" with appropriate outdoor acrylic paint or stain.

4.3.3 The warranty applies to CCA, LOSP, or ACQ Treated posts, all posts to be held in suitable posts supports above the ground.

4.3.4 All structures must be built using good building practices in line with guidelines.

- 4.3.5 Pergolas of Distinction shall not be liable for any installation costs or reinstallation costs or for the natural characteristics of some wood to split, warp, twist or delaminate, or for any incidental or consequential damages.
 - 4.3.6 Pergolas of Distinction shall not be liable in the event that soil compaction does not building standard, soil slippage, foundation flooding or water undermining the pergola structure.
 - 4.3.7 Warranty does not cover vandalism, fire or natural disasters.
 - 4.3.8 Warranty does not cover structural posts and galvanised supports where there is evidence of soil build up and lack of maintenance.
- 4.4 The installer will inspect and repair, where appropriate, defects reported by the customer. Damage resulting from installation by the customer, or the installer, that have not followed the guidelines, as per Pergolas of Distinction guide and maintenance schedule, will not be recognised.
- 4.5 The cover is warranted for a period of twenty five (25) years prorated. Should defects or deficiencies occur within the period stated below and under normal conditions of use, which are detrimental to the usability of the product, Pergolas of Distinction undertakes to pay the repair costs to the following extent and within the following period of time – and this is within the complete discretion of Pergolas of Distinction – to replace the part of the products claimed which proved to be defective according to the above mentioned specification.
- The substitute performance is limited to the initial sales price of the defective part of the products. The burden of proof, regarding the defect, lies within the initial buyer of the product. Depending on the date the defect is reported to Pergolas of Distinction, justified substitute performance is guaranteed on a percentage proportional basis to the number years of the guarantee from the purchase date.
- 4.6 Any liability for consequential damage beyond that is excluded.

5 Steel Pergola, Veranda and Carport Warranty

- 5.2 Pergolas of Distinction purchases all steel pergolas, veranda and carports through the manufacture company Revolution Roofing under the Victory brand, which is 100 percent Australian steel supplied by Blue Scope Steel.
- 5.3 Revolution Roofing Pty Ltd provides a 30 year structural integrity warranty. of COLOURBOND Steel. A 20 year corrosion warranty is provided by Revolution Roofing Pty Ltd for the COLOURBOND Steel will have a life prior to the perforation by weathering in the natural elements from the date of installation.
- 5.4 Revolution Roofing Pty Ltd warrants that the exterior paint system of the COLOURBOND Steel will not flake or peel for 30 years from the date of installation. However, normal weathering, which includes the natural reduction in paint gloss and the natural change in paint finish, is not covered by this warranty.

- 5.5** All COLOURBOND Steel box beams and steel roofing are the solely Blue Scope Steel. Where possible COLOURBOND Steel brackets are used, if not Z275 galv is used then powder coating, and to manufacturers specifications.
- 5.6** Structural warranty is subject to the following terms and conditions:
- 5.6.1** Pergolas of Distinction is a authorised Tier 1 licensed installer of Revolution Roofing.
 - 5.6.2** The structure is built according to the recommended specifications supplied by Revolution Roofing.
 - 5.6.3** The attachments to existing buildings are excluded, due to unknown condition of the existing building.
- 5.7** The Corrosion Warranty is subject to the following terms and conditions:
- 5.7.1** Installation is greater than 1 km from marine or industrial environments
 - 5.7.2** Sheltered areas or areas unwashed by rain exposure must be washed down on a regular basis.
 - 5.7.3** Attack from chemical agents, fumes, liquid or solids other than direct rain falling onto the product.
 - 5.7.4** Contact with concrete, mortar, bitumen, soil, mulch, pavers, ashes, fertilisers or other moister retaining substances.
 - 5.7.5** Immersion as a result of flood or substandard site drainage.
 - 5.7.6** Failure to remove debris and / or failure to provide drainage.
 - 5.7.7** High condensation levels normally associated with enclosures over swimming pools and spas.
 - 5.7.8** Steel brackets and RHS columns which are not hot dip galvanised will not be covered.
 - 5.7.9** Adherence to the general installation and owner maintenance guides.
- 5.8** Should perforation by natural weathering occur less than the warranted period, Pergolas of Distinction liability shall be limited exclusively to the pro rata share of the product replacement of the affected portion as follows:
- 5.8.1** Replacement product will be supplied at a discount, which bears the same ratio to the then current price as that part of the warranty period not achieved bears to the full warranty period.
- 5.9** Pergolas of Distinction shall not be liable for:
- 5.9.1** The cost of replacing the product.
 - 5.9.2** The cost of obtaining equivalent product or
 - 5.9.3** The cost of having the project repaired
 - 5.9.4** Whichever is the lowest
- 5.10** Pergolas of Distinction shall not be liable for
- 5.10.1** Labor costs associated with the installation or removal of the affected product or the fixing or the replacement items
 - 5.10.2** Injury to persons, or damage to property or consequential losses arising from the use of the product.
 - 5.10.3** Pergolas of Distinction extends this warranty solely to the original purchaser.
- 5.11** Pergolas of Distinction reserves the right to inspect the structure prior to the issuing the warranty and take any relevant photographs. This warranty is given in lieu of all other considerations or warranties or implies to the extent that any statute applicable to this contact prevents the exclusion restriction or modification or such conditions or warranties.

6 Louvretec Opening Roofs, Sun Louvres & Shutters Warranty

- 6.2 Warranty details. All Louvretec products installed by Pergolas of Distinction is from date of invoice, fully warranted for the first two years. This warranty covers workmanship, louvres and all componentry, motors, switches and electronics with all labour costs included. In addition, from year two to end of year five, a warranty replacement of parts only applies for all motors, switches and electronics. Labour costs excluded. (Excludes any wiring and electrical connections done by others).
- 6.3 Motorisation. Pergolas of Distinction exclusively uses Somfy motors, switches and electronics. Somfy offers a 5 year warranty on all motors and electronics. Please contact Pergolas of Distinction for a complete list of all terms and conditions.
- 6.4 Product materials. All aluminium louvres and extrusions used in Louvretec's systems are manufactured in an ISO9002 quality assured environment to AS1866 & AS3902 standards. Marine grade T316 stainless steel is used for drive axles, with stainless steel componentry fixings being standard. Plastic injected moulded componentry is all UV stabilised.
- 6.5 Powder coat finishes. A wide range of exterior powder coat finishes are available. Duralloy or equivalent is the standard finish supplied unless stated otherwise and provides excellent resistance to weather and salt spray. This carries warranties of a maintainable service life of 25 years, film integrity of 10 years and colour integrity of 7 years.
- 6.6 Anodised finishes. The current specifications re anodised aluminium range from 12-20-25 microns depth. The greater the microns the better the protection. With regular cleaning anodised material will retain its original integrity for no less than 10 years.
- 6.7 Fully engineered. The louvre systems are designed to conform to Australian standards wind loadings. Full engineering details available on request.
- 6.8 Cleaning. Periodic cleaning is essential to remove dirt, grime and accumulated salt deposits from both powder coated and anodised surfaces. Three steps for cleaning are:
 - 6.8.1 Carefully remove any loose deposits with a wet sponge
 - 6.8.2 Use a soft non-abrasive brush and a mild car cleaning detergent solution to remove dust, salt and other deposits
 - 6.8.3 Rinse off with clean fresh water

7 Exclusions of guarantee

- 7.2 Improper handling or storage of the product or goods.
- 7.3 Unauthorised modifications and repairs on the products.
- 7.4 Harmful effects due to soiling, chemicals, detergents or similar substances.
- 7.5 Impairment due to normal wear (e.g. chips, scratches and fading).
- 7.6 Incorrect and/or lack of care and maintenance and its records.

- 7.7 Damage due to extreme weather conditions inclusive of extreme heat, rain, hail, strong winds, lightning, floods, natural disasters (e.g. earthquakes), accidents and force majeure.
- 7.8 Damage due to microbial attacks and changes of the coatings resulting from it, favoured by external influences or the formation of condensate because of insufficient air circulation.
- 7.9 Damage resulting from repeated or inexperienced mounting and dismounting.
- 7.10 Diminution of the usability due to faulty installation.
- 7.11 Damage caused by vandalism or mechanical actions.
- 7.12 Installation labour costs are not included in the guarantee.
- 7.13 No warranty is offered for rust or corrosion of products installed within 20 (twenty) kilometres of the coastal fringe, near a swimming pool or other corrosive environments, unless the structure has been hot dipped galvanised or fabricated from 316 stainless steel. In addition to this condition, the recommended cleaning schedule must be maintained.

8 Vogue Pergola

8.1 Vogue Pergolas are guaranteed against structural defects for a period of 10 (Ten) years, and non-structural manufacturing defects for a period of 2 (Two) years.

8.2 Pergolas of Distinction will inspect, and repair where appropriate, defects reported by the customer. Damage resulting from installation by the installer, that have not followed the guidelines as per the "Vogue Pergolas User's Guide and Maintenance Schedule", will not be recognised.

8.3 The cover is warranted for a period of 10 (Ten) years prorated. Should the defects or deficiencies occur within the period stated below and under normal conditions of use, which are detrimental to the usability of the product, Vogue Pergolas Canberra Pty Ltd undertakes to pay the repair cost to the following extent and within the following period of time or – and this is within the complete discretion of Vogue Pergolas Canberra Pty Ltd – to replace the part of the products claimed which proved to be defective according to the above mentioned specification. The substitute performance is limited to the initial sales price of the defective part. The burden of proof regarding the defect lies with the initial buyer of the product. Depending on the date the defect is reported to Vogue Pergolas Canberra Pty Ltd, justified substitute performance is guaranteed at the following percentage rates:

- 1 st Year: 100% of the abovementioned costs
- 2 nd year: 90% of the abovementioned costs
- 3 rd year: 80% of the abovementioned costs
- 4 th year: 70% of the abovementioned costs

5 th year: 60% of the abovementioned costs
6 th year: 50% of the abovementioned costs
7 th year: 40% of the abovementioned costs
8 th year: 30% of the abovementioned costs
9 th year: 20% of the abovementioned costs
10th year: 10% of the abovementioned costs

8.4 Any liability for consequential damage beyond that is excluded.

8.5 Transportation costs relating to the replacement of defective parts, are not included.

8.6 No warranty is offered for rust or corrosion of the Vogue Pergola within 20km (kilometers) of the coastal fringe, near a swimming pool, or other corrosive environments, unless the structure has been hot dipped galvanised or fabricated from 316 Stainless Steel. In addition to this condition, the recommended cleaning schedule must be maintained.

8.7 Powder coating steel which has been Hot Dipped Galvanised, results in an uneven, and a rougher surface finish for example "pinholes". Warranty will not extend to aesthetic imperfections relating to powder coating on hot dipped galvanised steel.

9 Maintenance

9.1 Timber pergolas, veranda and carport

1. As with all warranties there is a need to ensure good maintenance practices are implemented this is particular important with the maintenance of timber in protecting the quality of the timber from the elements of the weather.
2. All timber fully painted or stained within a month of supply of the product or within a period that is recommended by the timber supplier. This includes all surfaces and ends of the timber to ensure the total area is protected.
3. Cleaning of the timber using rainwater on a periodic basis of 6 monthly will extend the life and appearance of the timber.
4. All timber is to be well maintained, prepared for additional coatings of appropriate paint or stain to ensure the timber maintains its protection qualities.

5. All posts to be held in suitable post supports above ground, and any soil build up is removed, to ensure surface is clean of residue buildup.

9.2 Steel pergolas, veranda and carport

Simple maintenance of COLOURBOND steel and ZINCALUME steel by regular washing with water, will not only enhance the life but its attractiveness for longer periods thus protecting the asset.

1. Wash the surface with a mild solution of pure soap or mild non abrasive kitchen detergent in warm water.
2. Application should be with a sponge, soft cloth or soft bristle nylon brush, and should be gentle to prevent shiny spots.
3. The COLOURBOND steel and ZINCALUME steel should be thoroughly rinsed with clean water immediately after cleaning to remove traces of detergent.

Never use abrasive or solvent type cleaners (turps, petrol, kerosene, paint thinners on COLOURBOND steel and ZINCALUME

9.3 Louvretec Opening roofs pergolas

To comply with warranty requirements and to extend the effective life of powder coatings, a very simple regular maintenance programme should be implemented. Operable Louvre Systems need to be operated at least monthly for optimum performance.

As a general rule, cleaning should take place every six months. In areas where pollutants are more prevalent, such as beachfront houses and industrial or geothermal areas, then a cleaning program should be carried out every three months. The effects of ultra violet light, atmospheric pollution, dirt, grime and airborne salt deposits can all accumulate over time and should be removed at regular intervals.

Three steps to cleaning your powder coating:

1. Carefully remove any loose deposits with a wet sponge.
2. To remove dust, salt and other deposits, use a soft brush (non-abrasive) and a mild household detergent solution
3. Rinse off with clean fresh water.

To restore weathered or scratched surfaces, Dulux colour Repair Kits are available in all colour card colours. Spray cans make easy aesthetic repairs to scuffed or scratched powder coated surfaces while dab-sticks are ideally suited for small scratches or chips.

Weathered areas or mild scratches can also be restored with the use of Dulux Gloss Up which is a light to medium cutting cream ideally suited for gloss restoration and has been specifically designed for this purpose. Gloss Up contains no waxes or silicone and is a one-step system.

Warning: In some cases strong solvents are recommended for thinning various types of paints and also for cleaning up mastics and sealants. These are harmful to the extended life of the powder coated surface and should not be used for cleaning purposes. It is important to note that the damage will not be visible immediately and may take up to 12 months to develop. If paint splashes or sealants and mastics need to be removed then the following may be safely used: Methylated Spirits, White Spirits, Ethyl Alcohol, Isopropanol.

9.4 Vogue Pergolas Guidelines

1. Every effort is made to prepare the Vogue Pergola to the highest standard, with each product sandblasted and powder coated to the Dulux® and Interpon® recommendations, using a high quality powder coating.
2. For enhanced protection, please discuss with your installer the attributes of Epoxy Priming, and hot dipped galvanising. 6.3 How to maintain your Powder Coating:
3. In conjunction with a regular maintenance program, your powder coating will have a long life expectancy, and will stay in good condition for many years. Just as washing your car is important for removing dirt and grime, your powder coating needs to be given a regular wash to keep it looking good.
4. The effects of ultra violet light (the sun's natural rays), atmospheric pollution, general dirt, grime and airborne salt deposits can all accumulate over time and should be removed at regular intervals prior to damaging your coat. Deterioration of the powder coating can occur mainly as a result of dirt deposits and subsequent moisture, particularly when it is contaminated with sulphur and/or salt compounds. Deposited dirt and salt crystals can hold contaminated moisture on the surface, permitting corrosion to proceed, and thereby damaging the powder coating. A powder coated section of steel will not rust or show negative effects if left exposed in rural environments, and in the open, and as such consideration needs to be given when building in the coastal fringe.
5. If a regular maintenance schedule is maintained it will remain in excellent condition, and this can be achieved through the following

As advised by Dulux® Paints, Interpon® and Bluescope Steel Australia, as a general rule cleaning must take place every 2 (Two) months, however, cleaning should be performed according to the degree of contamination from your local environment, whether it is atmospheric pollution or industrial pollution. In areas where pollutants are more prevalent, such as beachfront locations and industrial areas, cleaning programs should be carried out on a more frequent basis i.e. every 4 (Four) weeks or sooner depending upon deposits of salt and grime left by the weather.

In all locations but particularly those on the coastal fringe, care should be taken to thoroughly remove salt and grime. It is crucial to include areas under cover where no natural rainwater flushing/cleaning occurs.

Examples are recommendations only as pollution levels vary in areas:

Environment – Corrosive Risk – Maintenance Schedule

Rural & Tropical areas	Mild	At least every 6 Months
Metropolitan areas	Mild	At least every 6 Months

Coastal and Swimming Pools	Severe	At least every 2 months
Areas within 10km of the marine coastal area or highly polluted industrial areas	Extreme	Monthly

Four important steps to cleaning your powder coating:

Step 1 Remove loose deposits or spider webs etc. with a wet sponge rather than risk microscratching the surface by dusting.

Step 2 Use a soft brush and a bucket of warm water with some added mild detergent to clean the powder coating to remove any dust, salt or other deposits that may have accumulated on the structure. DO NOT USE emery paper, sand paper, steel wool or other highly abrasive materials, acid- or alkaline cleaners, as they can damage the powder coating.

Detergents that recommend the use of gloves when handling should be avoided as this is a good indication that the detergent is harsh, and therefore unsuitable for cleaning your powder coating.

Although some strong solvents are recommended for removing sealants or building residues, these may be harmful to the extended life of the powder coated surface, and should be avoided as the damage may not be visible immediately, and may take up to 12 (Twelve) months to appear.

If paint splashes, sealants or other residue need to be removed, then either Methylated Spirits, Turpentine or White Spirits may be used safely.

Step 3 It is important to always rinse with fresh, clean water after cleaning, to remove any remaining detergent residue or bubbles, particularly where crevices are present. Where greasy deposits are present, cleaning may be carried out using a soft cloth dipped in white spirit.

Step 4 Maintain a log of dates and times with your receipt that powder coating maintenance is carried out. With a minimal maintenance effort, your powder coated finish is one of the strongest, long lasting colour coatings available, and will provide a lifetime of great looking service, if cared for correctly.

10 Warranty claim

10.1 Any claim under this warranty must be made in writing and received by Pergolas of Distinction within 15 (fifteen) days after the discovery of the defect. The written notification must include a detailed description of the defect, pictures, date of installation and the address of the installed product.

10.2 Claiming on the guarantee pre-supposes that Pergolas of Distinction will be given the opportunity to inspect the damage on site before it is repaired. Any repairs or alterations to the product, prior to the inspection by Pergolas of Distinction, will void the warranty.

10.3 Upon a completed review of the claim details and/or an inspection, if Pergolas of Distinction determines that the warranty is applicable, Pergolas of Distinction will have 120 days (one hundred and twenty) to remedy the defect. Remedy may

constitute of either repair, replacement or refund, at the sole discretion of Pergolas of Distinction. However Pergolas of Distinction is not responsible for the delivery, packaging, labour and additional costs of installation.

- 10.4 Subsequently, all removed products and/or components become the property of Pergolas of Distinction.
- 10.5 In the case where an identical product is no longer available from Pergolas of Distinction, it will be replaced with a product equivalent to the value, at the time of original purchase.
- 10.6 Pergolas of Distinction reserves the right to inspect the structure prior to the issuing the warranty and take any relevant photographs.

11 Caution

The stated written warranty is the official warranty documents of Pergolas of Distinction and replaces all other warranties and conditions previously mentioned by Pergolas of Distinction, whether written or oral. Pergolas of Distinction will not, in any case, be held responsible for the replacement costs of any other product or operating losses, directly or indirectly.