

**PART 1 GENERAL**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This warranty gives you additional protection for your Gorilla product, and identifies a preferred approach to resolving warranty claims which will be the quickest and simplest for all parties, subject to the exclusions

**I. COVERAGE AND APPLICATION**

**a)** Gorilla warrants that your Gorilla product:

- is of merchantable quality
- does not have a latent defect

**b)** For the purpose of this warranty a "Gorilla Product" is a hardware product which:

- was manufactured by or on behalf of Gorilla Ladders; and
- is used in accordance with prescribed duty rating (Domestic or Industrial); and
- is used within the recommended load rating of the individual product; and
- was sold by an Authorised Reseller or distributor of Gorilla Ladders

**c)** A Domestic Ladder is designed to be used by a householder for construction, maintenance and repairs carried out at a private dwelling for non-commercial purposes

**d)** An Industrial Ladder is any ladder other than a Domestic ladder

**II. WARRANTY PERIOD**

**a)** The period for which this warranty is in effect will depend on the Gorilla product to which it relates. However you may also have statutory rights outside these periods. In all cases the commencement date for the period is the actual date of purchase, as reflected on the Authorised Distributor or Reseller's invoice/receipt provided to you.

Gorilla guarantees that goods will be reasonably fit for the purpose described and indicated by Duty Rating and Load Rating labels.

The period during which each Gorilla Product which is the subject of this warranty is covered by this warranty is identified in Part 2 of this warranty

**III. WARRANTY CLAIM**

**a)** If you consider that the Gorilla Product which you have purchased is not of a merchantable quality, has a latent defect, or is otherwise not compliant with the conditions, warranties, undertakings and legal rights given to you under Australian Law (for example, it appears faulty, or does not work at all or properly), you can make a claim under this warranty.

**b)** If you wish to make a claim under this warranty, you should:

- contact 1300 362 393
- visit the Authorised Distributor/Reseller where the Gorilla Product was purchased

**c)** When you make a claim under this warranty it is essential that you provide a copy of your proof of purchase of the Gorilla Product, whether in person, by email or by fax. A claim under this warranty is not formally made unless and until that proof of purchase is provided. This does not detract from your statutory rights.

**d)** You will not be able to gain benefit from this warranty without making a claim.

**e)** If, following receipt of a claim under this warranty, Gorilla Ladders or its agent determine that your claim in respect of a Gorilla Product is valid (having regard to the terms of Part 2 of this warranty), Gorilla Ladders or its agent will either repair the Gorilla Product or, replace the Gorilla

Product with the same or similar product or refund you the cost of a replacement, in each case dependent on what is reasonable in the circumstances and at no cost to you. Gorilla Ladders preferred approach to resolving claims under this warranty is set out by product in the tables in Part 2 of this warranty, although each claim is assessed on its own merits. Any such resolution by Gorilla Ladders of a claim under this warranty by you does not otherwise detract from any other statutory rights which you may have in the circumstances, including your right to monetary compensation for a valid claim.

**f)** If, following receipt of a claim under this warranty, Gorilla Ladders or its agent determine that your claim in respect of a Gorilla Product is invalid, Gorilla Ladders may charge you for any labour, parts or transport costs incurred by Gorilla Ladders or its agent in assessing your claim.

**g)** Gorilla customer service may require that an official Gorilla claim form be completed for each claim including all relevant details and images. Claim forms can be returned to Gorilla by fax or e-mail.

#### **IV WARRANTY EXCLUSIONS**

**a)** This section identifies what is excluded under this warranty.

**b)** This Warranty does not extend to loss caused by normal wear and tear, fire, water, theft, vermin or insect infestation.

**c)** This Warranty does not cover damage caused by:

- misuse or abusive use of the Gorilla Product
- incorrect operation or not following the operating instructions
- improper installation
- failure to clean or improper cleaning of the product
- use of non-authorized/non-standard parts or accessories
- repair or other work carried out on the Gorilla Product other than by authorised Gorilla Ladders agents or service personnel.

**d)** This warranty does not cover Gorilla Products purchased in an auction.

**e)** This warranty does not cover Gorilla Products use outside their intended scope outlined in Duty Rating (Domestic/Industrial) and Load Rating markings

**f)** Gorilla Ladders guarantee Gorilla Products will be of acceptable quality. However the guarantee of acceptable quality does not apply if the consumer:

- uses the goods abnormally
- causes the goods to become unacceptable
- fails to take reasonable steps to avoid the quality becoming unacceptable

**g)** This warranty does not cover damage or loss due to failure to follow Care, Maintenance and Use directives under AS/NZ 1892.5:2000 Portable Ladders - Selection, Safe Use & Care.

### **PART 2 WARRANTY PERIODS AND SPECIAL CONDITIONS**

#### **I. PARTS AND LABOUR WARRANTY**

**a)** Unless specified, this Warranty covers corresponding costs for parts and labour which may be required to repair the Gorilla Product, part or accessory if Gorilla Ladders or its agent repair the item under this warranty.

#### **II. WARRANTY BY PRODUCT TABLE**

**a)** The table below in this sub-paragraph summarizes Gorilla Ladder's preferred approach to resolving claims under Warranty, although each claim is assessed on its own merits. Please refer to Part 1, paragraph III e) for the range of Gorilla ladders responses to a claim under this warranty in accordance with the table below. In some instances the appropriate response to the claim will differ from the approach listed below.

<b>Product</b>	<b>Warranty Period</b>	<b>Special Warranty Conditions</b>
<b>Ladder Accessories</b>	1 year	
<b>Domestic Ladders</b>	1 year	
<b>Industrial Ladders</b>	1 year	