

GENERAL CONDITIONS

1. This warranty is provided to the purchaser (“you”, “your”) by DomeShelter Australia Pty Ltd (ACN 162 065 812) (“we”, “us”, “our”).
2. This warranty will come into force as a binding agreement between us:
 - (a) if you have already paid us the full purchase price for your DomeShelter structure – immediately; or
 - (b) if you have not then paid us the full purchase price of your DomeShelter structure – on the day on which the balance of the purchase price of your DomeShelter structure is paid to us.
3. Once this warranty is in force between you and us in accordance with clause 2 above, it remains in force for a period of:
 - (a) if the structure is purchased for erection in an Australian Wind-Certified Area (as defined in clause 9), and is (and continues to be) erected in that area (without re-erection elsewhere) – ten (10) years; and
 - (b) in any other case – five (5) years,

in either case, commencing from the date of purchase of your DomeShelter structure. That is, the commencement of your coverage under the warranty is backdated so as to capture any Covered Warranty Event (as defined in clause 4 below) that may have taken place in the period since the purchase of your DomeShelter structure.
4. Except as set out in clauses 13 and 14 below, this warranty applies in respect of all damage and defects to the framework or fabric of your DomeShelter structure (“Covered Warranty Event”).
5. Subject to clause 6 below, we agree under this warranty, at our option, to:
 - (a) refund to you such amount, which you have paid to a third party for the repair or replacement of your DomeShelter structure or of any component of it, as we determine after investigation to have been reasonably paid in consequence of the occurrence of a Covered Warranty Event;
 - (b) pay to you such amount for or towards the repair or replacement of your DomeShelter structure or of any component of it as we determine after investigation to be reasonably payable in consequence of the occurrence of a Covered Warranty Event; or
 - (c) repair or replace your DomeShelter structure or affected components of it in consequence of the occurrence of a Covered Warranty Event.
6. The amount of any refund or payment to you under clause 5 above is limited to the purchase price of your DomeShelter structure:
 - (a) less than ten percent (10%) if the structure is purchased for erection in an Australian Wind-Certified Area (as defined in clause 9), and is (and continues to be) erected in that area (without re-erection elsewhere) in that area

- (b) less than twenty percent (20%) in any other case thereof for each completed year after the date on which you purchased it (and from which this warranty commences by virtue of clause 3 above).

thereof for each completed year after the date on which you purchased it (and from which this warranty commences by virtue of clause 3 above).

7. You must notify us in writing, giving full details of any damage or defect in respect of which a warranty claim is made.
8. You must bear the cost of any investigation into the cause of any damage or defect in respect of which a warranty claim is made. The investigation shall be conducted by an independent investigator appointed by both you and us. In the event that no agreement as to such appointment reached within sixty (60) days of the first discussion between you and us as to the appointment of an independent investigator, the appointment shall be determined by mediation before a mediator appointed by the president for the time being of the Law Society of Western Australia; and in the event that no independent investigator is appointed within sixty (60) days since the commencement of such mediation, then the independent investigator shall be appointed by the president for the time being of the Law Society of Western Australia, taking such advice if any as he or she shall think appropriate to the circumstances of the matter. You must bear the costs of any such mediation. You must also bear all costs of and relating to transport of your DomeShelter structure to us for repair, and its return to you, or the transport to you of any replacement DomeShelter structure, as the case requires.

WIND ENGINEERING

9. Our DomeShelter structures are designed and engineered in compliance with AS1170.2 to withstand wind gusts up to specific wind speeds, according to meteorological data relevant to specified parts of Australia. The parts of Australia so specified are referred to in this document as "Australian Wind-Certified Areas". We are able to provide a ten (10) year warranty for DomeShelter structures which are proposed for erection in Australian Wind-Certified Areas, and are in fact erected and continue to be so erected there. We do not have relevant data for parts of Australia other than Australian Wind-Certified Areas, or for areas whatsoever outside Australia, and are able to provide a five (5) year warranty only for DomeShelter structures erected outside Australian Wind-Certified Areas.
10. When ordering your DomeShelter structure for purchase from us, you notified us as to the area in which it would be erected, and in particular, gave us information so that we could determine whether it would be erected in an Australian Wind-Certified Area and, if so, what its wind engineering requirements should be. We have relied upon your advice. If:
- (a) you have given us false or incorrect information in this regard; and / or
 - (b) you have erected (or re-erected) your DomeShelter structure in an area other than that notified to us,
- this warranty will, to the fullest extent of the law, be null and void.
11. The following features of the DomeShelter structure relate to its wind engineering, namely:
- (a) steel size;
 - (b) framework / fabric connection details;
 - (c) footing sizes;
 - (d) reinforcement;
 - (e) cover attachments; and

(f) any other matters particularly specified by us as being wind engineering.

12. Any claim in relation to wind engineering requires independent third party investigation. As noted in Clause 8.

EXCLUSIONS

13. Notwithstanding anything else provided in this warranty, we shall not be liable for any indirect, special, consequential, or liquidated damages, including without limitation any loss of profits. You expressly release and discharge us and our employees and agents from all such claims, actions, demands, suits and judgments arising from any damage or defect to or in your DomeShelter structure which might otherwise fall within the terms of this warranty.

This warranty does not apply in relation to any damage or other defect resulting from any of the matters set out in paragraphs (a) to (n) inclusive below, and we will not be liable to repair or replace the whole or part of any DomeShelter structure having such damage or defect, namely:

- (a) normal wear and tear;
- (b) installation of your DomeShelter structure or any component thereof other than in accordance with our instructions;
- (c) maintenance of the DomeShelter structure or any component thereof other than in accordance with our instructions;
- (d) any alteration or modification whatsoever of or to your DomeShelter structure or any component thereof without our authorisation in writing;
- (e) any alteration or modification whatsoever of a structural support of your DomeShelter structure without our authorisation in writing;
- (f) the whole or partial failure of any element of any nature whatsoever, which was not provided by us as part of your DomeShelter structure, and which is used by you for structural support of your DomeShelter structure;
- (g) the whole or partial failure of any element of any nature whatsoever, which is used by you for structural support of the DomeShelter structure, where such element was supplied in good faith by us in reliance of information which you have provided to us;
- (h) ground failure from any cause whatsoever;
- (i) neglect or misuse of any nature whatsoever of your DomeShelter structure;
- (j) incorrect storage or handling, whether before the initial erection of your DomeShelter structure or during any period during which it is disassembled;
- (k) disassembling the DomeShelter structure or any component thereof other than in accordance with our instructions;
- (l) wear and tear as a result of re-assembly after any period of disassembly; and
- (m) any acts of nature (“acts of God”), including without limitation icing, snow and flooding, which fall outside the parameters specified in the specifications for your DomeShelter structure as provided by us; and
- (n) any acts of third parties whatsoever, whether negligent, reckless or deliberate.

AUSTRALIAN CONSUMER LAW STATEMENT

14. In nearly all cases, the purchase of a DomeShelter structure will not be a purchase by a “consumer” within the meaning of the Australian Consumer Law. Nevertheless, you are advised to consult your legal advisers if there is any question whether the Australian Consumer Law may apply. In those cases where the purchase of a DomeShelter structure does fall within the Australian Consumer law, the following statement applies, notwithstanding any other provision in this warranty: “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.”

EXCLUSION OF THE OPERATION OF OTHER LAWS

15. To the fullest extent permitted by law, we otherwise exclude from the operation of this warranty all terms, however expressed, implied by statute or by common law in Australia or by any other law whatsoever.