

## Aluxor Awning Systems – Awnings Terms and Conditions of Sale

### Aluxor Online Portal

'Portal' or 'Online Portal' means the web based Aluxor Online Portal containing information about the Goods supplied by Aluxor.

In using the Portal, the 'User' (also referred to as 'you' or 'your') acknowledges and agrees to the following terms and conditions:

- (i) All intellectual property rights in the material and information available through the Portal belongs to Aluxor ('Confidential Information'), unless expressly indicated otherwise. You must refrain from divulging or disclosing Confidential Information to third parties without Aluxor's consent and must take reasonable precautions necessary to maintain the confidentiality of the information.
- (ii) Using the Portal and any of its related services requires the use of a username and password. You must maintain the confidentiality of your username and password required to access the Portal.
- (iii) Aluxor will treat any person using your username and password as use by you for which you are responsible. If there is any unauthorised use or disclosure you must notify Aluxor immediately.
- (iv) The User acknowledges that enabling any unauthorised use of the Portal, including but not limited to misuse or copying of Confidential Information that is the property of or has been created by Aluxor, may cause loss or damage to Aluxor.
- (v) Aluxor will deal with personal information provided in relation to or entered on the Portal in accordance with its Privacy Policy. To view the Privacy Policy, please go to the link on the Portal.
- (vi) Aluxor offers the use of the Portal to you conditional upon your acceptance of the terms and conditions stated herein. By using the Portal you agree to these terms and conditions.
- (vii) Aluxor reserves the right to modify the terms and conditions under which the Portal is offered, without notice. By continuing to use the Portal, you accept the terms and conditions as they apply from time to time.

### 1. Definitions

In this document:

- (i) 'Aluxor' means Aluxor Industries Pty Ltd trading as Aluxor Awning Systems (ABN 43 326 634 246), its successors and assigns.
- (ii) 'Automation Systems' means motors and sensors supplied with the Goods.
- (iii) 'Awning' means a sunshade system supplied as Goods, including a retractable folding arm system, conservatory system, vertical screen, pivot arm screen and any individual components, supplied as replacement parts or otherwise, of those systems and screens.
- (iv) 'Conditions' means the terms and conditions contained in this document.
- (v) 'Customer' means a party that purchases Goods directly from Aluxor not for the purpose of re-supply or purchases the Goods from a Distributor.
- (vi) 'Delivery' has the meaning set out in clause 6 of these Conditions.
- (vii) 'Distributor' means a party that purchases Goods directly from Aluxor for the purpose of re-supply.
- (viii) 'Goods' means any goods and/or services supplied by Aluxor to the Purchaser including without limitation an Awning, Automation System, Lighting, Heating and Audio Systems, installation service and product service.
- (ix) 'Lighting, Heating and Audio Systems' includes LED strip lights, pillar lights, downlights, heaters, audio speakers, transformers and other associated power connections.
- (x) 'Maintenance Instructions' means the instructions provided by Aluxor for maintaining the Goods annexed to these Conditions.
- (xi) 'Minimum Angle' means the minimum angle of inclination of 12° to assist water run off.
- (xii) 'Order' means any purchase order or request of any kind by the Purchaser, whether oral or in writing, for the supply of Goods which is accepted by Aluxor.

- (xiii) 'Product Information' means the product information annexed to these Conditions.
- (xiv) 'Purchaser' means the purchaser of any Goods, or any person acting on behalf of and with the authority of the Purchaser, and includes a Customer and a Distributor.
- (xv) 'Maintenance' means the regular cleaning and service of the Goods as described in the Maintenance Instructions.
- (xvi) 'Warranty' means the warranty set out in clause 9 of these Conditions.
- (xvii) 'Warranty Period' means (a) the period of 5 years for Goods (other than Aluxor Eco folding arm awning, vertical screen, pivot arm screen, Lighting, Heating and Audio Systems) from the date of delivery; (b) the period of 3 years for Aluxor Eco folding arm awning, vertical screen and pivot arm screen; and (c) the period of 2 years for Lighting, Heating and Audio Systems from the date of delivery.

### 2. General Information

Aluxor's Awnings are designed to be used as sun shelters in calm conditions. The use for any other purpose or in other conditions is done at the Purchaser's risk.

In case of wind, the Awning must be retracted and under no circumstances should the Awning be allowed to hold water. No objects should be attached to or hung from the Awning as damage may occur.

Electronic controls such as wind sensors are a valuable safeguard but will not guarantee protection in all circumstances.

It is the responsibility of the Purchaser to determine and obtain whatever consents or approvals (including from Local Council, Strata Body or other Regulatory bodies) are required for the installation and use of the Goods.

### 3. Order and Acceptance

Goods are supplied subject to these Conditions, unless otherwise agreed in writing by the parties.

If the Purchaser places an Order, accepts delivery of Goods, makes any payment in respect of Goods and/or provides instructions to Aluxor for the supply of Goods, the Purchaser is taken to have accepted these Conditions.

### 4. Product Maintenance

The Goods must be maintained by the Purchaser in accordance with the Maintenance Instructions.

### 5. Pricing and Specification Changes

The price, design and specification of Goods may be subject to change without notice.

### 6. Delivery

Delivery of the Goods is the earlier of the following:

- (i) The date Aluxor gives notice to the Purchaser that the Goods are available for collection;
- (ii) The date Aluxor dispatches the Goods to or at the direction of the Purchaser; or
- (iii) The date the Goods are delivered or supplied to or at the direction of the Purchaser.

### 7. Risk and Title

All risk in the Goods passes to the Purchaser on Delivery.

Aluxor retains title over the Goods until all payments associated with the Goods are made in full. Until title in the Goods passes, the Purchaser:

- (i) Must maintain the Goods in good order, condition and repair.
- (ii) Must insure the Goods for their full replacement value against all instances of loss or damage.
- (iii) Must not bail, pledge, mortgage, charge, grant a lien over, lease or assign the Goods without the consent of Aluxor.

- (i) Authorises Aluxor to enter their premises (or the premises of any agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods (and grants an irrevocable licence to enter those premises for that purpose).

Time for payment of the Goods shall be of the essence and if the Customer fails to pay the price when due Aluxor will have the right, in addition to all other rights at law, to charge an administration fee of 2% of the outstanding balance per month, compounded monthly.

## 8. Limitation of Liability

To the fullest extent permitted by law, and subject to these Conditions:

- (ii) Aluxor is not liable for any loss or damage, including special, indirect loss, howsoever caused (including, without limitation, by Aluxor's negligence), suffered by the Purchaser or any other person arising from or in connection with the Goods.
- (iii) All terms, conditions and warranties, whether express or implied, relating to the Goods are excluded.

Nothing in these Conditions is intended to or does exclude, restrict or modify any rights or remedies which the Purchaser may have under the Australian Consumer Law or any applicable State or Federal legislation which cannot be excluded, restricted or modified.

## 9. Warranty

Subject to these Conditions, and in addition to, and subject to, all statutory rights conferred on the Purchaser:

- (iv) Aluxor warrants that the Goods shall be free of defects in material and workmanship during the applicable Warranty Period.
- (v) Components supplied by Aluxor that fail during the applicable Warranty Period will be replaced or repaired, at the sole discretion of Aluxor, free of charge upon receipt of a purchase order from the Purchaser and the return of the defective parts or Goods.
- (vi) Any repairs undertaken by Aluxor pursuant to the Warranty will be undertaken as soon as reasonably practicable. Aluxor is not liable to the Purchaser or any other person for any loss or damage, including special, indirect loss, suffered while repairs are being undertaken.

## 10. Warranty Limitations and Exclusions

To the fullest extent permissible by law, the Warranty is:

- (vii) Limited to new Goods and no warranty is given in respect of used or second hand Goods, unless otherwise provided in writing by Aluxor. The Warranty is invalidated if any replacement parts are used that are not original Aluxor components.
- (viii) Limited to replacement or repair, with Aluxor not being liable for costs incurred in returning the parts or Goods, electrician's and other trades costs, attendance at the site of the installed Goods or for any subsequent installation costs.
- (ix) Based on Aluxor being provided, free of charge, clear access and a suitable, safe, work platform, if requested by Aluxor, to assess any repair work required. Attendance at the site of the installed Goods to inspect the Goods pursuant to a claim under this Warranty is at the discretion of Aluxor. If required by Aluxor, the Goods are to be returned to Aluxor's premises for inspection at the cost of the Purchaser.

Where Goods are re-supplied by a Distributor, any claims for replacement of those Goods under this Warranty are to be made to Aluxor by that Distributor. Servicing the Goods, including replacement of parts supplied by Aluxor under this Warranty, is the responsibility of that Distributor.

To the fullest extent permissible by law, the Warranty excludes:

- (x) Fair wear and tear.
- (xi) Damage resulting from accidents, negligence, neglect or default on the part of the Purchaser or third parties.
- (xii) Damage, including adjustment to the settings, resulting from storm, wind, rain, hail or snow.
- (xiii) Damage resulting from the Purchaser not following the Maintenance Instructions.
- (xiv) Damage to or deterioration in the performance of the Goods when repairs or adjustments to the Goods have been undertaken by a party other than Aluxor or a technician approved by Aluxor.

- (xv) Labour, third party costs or electrical costs (other than the direct replacement of components forming part of the Automation Systems supplied by Aluxor).
- (xvi) Goods ordered outside of recommended specifications and Goods purchased from parties other than Aluxor or a Distributor.
- (xvii) Fabrics, Automation Systems, Lighting, Heating and Audio Systems and Vertical Screens or any other item fitted to the Goods that were not supplied by Aluxor.
- (xviii) Consumable items that form part of the Goods including tape drives on conservatory systems.
- (xix) Small colour variations from powdercoating colour samples and between components and profiles and variations in fabric colours from samples that are caused by industrial processes.
- (xx) Deterioration of surface finishes due to exposure to ocean salt spray or other corrosive atmosphere including hazardous industrial processes.
- (xxi) Damage caused to the system including corrosion or pitting of metal and powdercoating as a consequence of the Maintenance not being performed as described in the Maintenance Instructions.
- (xxii) When any coating agent, other than a mild detergent diluted in lukewarm water for cleaning purposes, is applied to the fabric.
- (xxiii) Changes or variations in the fabric including veining and folding over time caused by the natural reaction of the fabric to the environment.
- (xxiv) Markings on fabrics caused by the natural environment including mildew, dirt, leaf litter, tannin stains and bird droppings.
- (xxv) Waves or creases on the fabric resulting from the welding of the fabric during manufacture or that develops over time as the fabric reacts to environmental conditions.
- (xxvi) Damage caused by wind in circumstances where the system is extended or remains extended in wind speeds exceeding the maximum rating as set out in the Maintenance Instructions.
- (xxvii) Damage caused by rain in circumstances where the system is extended or remains extended in extraordinary rainfall events.
- (xxviii) Water pooling or not discharging from the fabric if the Awning is not set at the Minimum Angle.
- (xxix) Water damage to Automation Systems or interference with the Automation System controls caused by the Purchaser or a third party changing the limit settings of the Goods.
- (xxx) Noises as part of the normal operation of the Goods.
- (xxxi) Interference with radio signals of Automation Systems caused by any external factors, including radio signals in the vicinity of the Goods, or internal electric systems to which the Goods are connected.

## 11. Responsibility of the Distributor

Where Goods are supplied to a Distributor, the Distributor must provide a copy of these Conditions and the Product Information and Maintenance Instructions with any re-supply of the Goods.

The Distributor acknowledges and accepts its obligation under this clause and that Aluxor is relying on the Distributor to comply with this obligation. The Distributor indemnifies Aluxor from and against any liability of Aluxor arising from or in connection with a breach by the Distributor of this clause.

The Distributor is responsible to ensure the fixing surface and location for the Goods is suitable having regard to the capabilities of the Goods and to identify if additional fixing brackets are required beyond the minimum number specified by Aluxor.

## 12. General

These Conditions and any contract for the supply of Goods are governed by the laws of New South Wales and Aluxor and the Purchaser submit to the non-exclusive jurisdiction of the courts of New South Wales.

If Aluxor grants to the Purchaser any extension of time or other indulgence, that will not affect or prejudice the rights of Aluxor under these Conditions and any contract for the supply of Goods.

If any provision of these Conditions is void, invalid or unenforceable, such provision shall be severed to the extent of that invalidity or unenforceability and the remaining provisions will remain in full force and effect.

## Product Information and Maintenance Instructions

### 1. Product and General Information

- Aluxor's Awnings are designed to be used as sun shelters in calm conditions. The use for any other purpose or in any other conditions is done at the Customer's risk.
- The awning must be retracted when it is not in use or it is left unattended.
- In case of wind the awning must be retracted and under no circumstances should the awning be allowed to hold water. No objects should be attached to or hung from the awning as damage may occur.
- Electronic controls such as wind and rain sensors are a valuable safeguard but will not guarantee protection in all circumstances.
- **WARNING:** Extreme care is required when adjusting the arms on a folding arm awning. The arms have a high tension internal spring mechanism that can snap forward if inadvertently released from the back support bar or extruded aluminium front bar and can cause serious damage or injury if released. In particular, do not adjust, release or undo the fixings connecting the arms to the back bar or front bar. Adjustments or repairs to awnings should only be undertaken by experienced technicians recommended by Aluxor.
- Extreme care is required with motorised products. Avoid water contact with motor systems and do not attempt to adjust the motor settings.
- Awnings should be operated (ie extended and retracted) at least every two months to maintain proper working order.
- These Maintenance Instructions should be read in conjunction with the Terms and Conditions of Sale, including the definitions therein.

### 2. Wind and rain conditions

- The Folding Arm and Conservatory Awning Systems have a wind class rating of 5 on the Beaufort Scale, being up to 38 km per hour.
- Notwithstanding this wind rating, it is the responsibility of the Customer to retract the awning in windy conditions. As a guide, when it is uncomfortable sitting outside whilst eating a meal or reading a newspaper, then the conditions are likely to be unsuitable for the awning and so it should be retracted.
- Particular care is required to avoid exposure of awnings to gusty winds. Never extend the awning in strong winds. If the awning is extended when strong winds occur, it should be immediately retracted even if the fabric is wet.
- Whilst the awning fabric can withstand light rain or drizzle, it is not designed as a rain protection system as the effect of pooling water will damage the operating system and stretch fabric over time. Therefore it is not recommended that the awning be left out in rainy conditions.
- To the extent the Customer intends to leave the awning extended in wet conditions, a Minimum Angle of 12° will assist in minimising water pooling on the fabric. This will vary depending on the size of the awning and should be determined in consultation with your Aluxor Distributor.

### 3. Awning Maintenance – powdercoating

- The build up of dirt on the extruded profiles reduces the life of the powdercoating. Powdercoated sections should be cleaned at least every six months (or at least every two to three months in marine environments). Surfaces should be washed with clear water or a natural soap based mild detergent, diluted in lukewarm water, which is then rinsed off. Do not use chemicals or abrasive cleaners.
- Despite aluminium and steel components being pre-treated to prevent corrosion, pitting or similar, all parts exposed to marine environments may develop deposits over time under particular conditions. Regular cleaning and maintenance will reduce this risk.
- Any contact between powdercoat material and 'wet-trade work' such as cement render, mortar or magnesite should be avoided.
- Acids, solvents or other chemicals must not be allowed to splash on finished work.
- When cleaning the frame or fabric, take care to ensure water does not splash onto the motor.

- Silicone spray can be applied to frame joints, hardware and cables. In marine environments it is recommended this be done at least annually. Ensure the lubricant does not come into contact with the fabric. WD-40 is not recommended.

### 4. Awning Maintenance – fabric

- Acrylic canvas fabrics are natural products whose appearance may change over time and in varying weather conditions. These changes, including waffling, veining and folding, are normal and consistent with the manufacturer's specifications.
- If the awning is retracted when wet, then extend the awning at the first opportunity to allow the fabric to dry so as to discourage the growth of algae, mildew or other fungal growth.
- To maintain the appearance and life of the fabric, clean the fabric by brushing regularly with a soft, dry brush. Occasionally hose down with clear, cold water on sunny days.
- Do not allow dirt, dust, grime, leaf litter and bird matter to remain on the fabric as these are mediums for bacteria growth. Rinse the fabric as soon as possible to remove matter. For persistent stains, use a natural soap based mild detergent diluted in lukewarm water, then rinse. Do not use strong bleaches.
- For fibreglass based materials with a polymer coating, use a clear coloured cleaner such as Spray and Wipe. Be sure to test the effect of the cleaner on a discreet part of the fabric to ensure the material is not stained or bleached by the product.
- For small tears and holes, fabric repairs are available from an Aluxor Distributor.
- For difficult marks, fabric cleaners are available which can be sprayed on and wiped off with a clean rag. Refer to the product website [www.303products.com](http://www.303products.com)

### 5. Operating System – Conservatory Awnings

- The Sundream Conservatory Awning operates on a spring loaded tension system with drive tapes. Any repairs to the operating system should only be done under the direction of Aluxor by an authorised and experienced technician.
- The Noblesse Conservatory Awning operates on gas piston struts under high tension. In no circumstances should the cap on the end of the track be loosened or removed as this may cause serious damage or injury.

### 6. Manual Operating System

- Folding Arm Awnings, Noblesse Conservatory and Vertical Screens may be fitted with a manually operated gearbox where the outer limit of the extended awning has factory settings that prevent over-winding of the awning.
- The rotation of the left hand and right hand gearboxes are opposite for extension and retraction (clockwise and anti-clockwise). If the gearbox is not winding smoothly or there is resistance in any form, rotate the crank handle in the opposite direction to release pressure on the gearbox, but in no circumstances attempt to force the gearbox.
- When rotating the eyelet on the gearbox, ensure the crank handle is directly under the eyelet so as to avoid unnecessary stress and leverage on the eyelet.

### 7. Automation Systems

- Folding Arm Awnings, Noblesse Conservatory and Vertical Screens may be fitted with a hardwired or remote operated motor. All Sundream Awnings are fitted with a hardwired or remote operated motor. The motor is pre-set and does not require any adjustment by the Customer.
- Repeated use of the motor in a short period will cause overheating and automatically cut out the motor temporarily. The thermal override in the motor will make it inoperable until it is cooled, which can take up to 15 minutes. Care is needed to avoid overuse during windy conditions.
- Water contact on the motor may cause the motor to be inoperable. Similarly, the remote control may become inoperable if it is in contact with or submerged in water.
- When using the remote control, press only one button at a time. Pressing and holding multiple buttons may change programs and limit settings. Do not press the button on the back of the remote.
- If the light doesn't work on the remote control then the 3V flat lithium battery may need replacing.

- It is recommended that wind sensors be cleaned and sprayed with insect repellent regularly (at least every 3 months) so as to prevent spiders and insects building webs and nests.
- If a motion sensor is fitted to a Folding Arm Awning, the battery may need to be changed annually depending on the amount of use. The responsiveness of the sensor should be tested by manually moving the front bar up and down.
- Operating manuals for motors and sensors are supplied with the awnings.

## 8. Repairs and Maintenance

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Repairs or service to the awning should only be undertaken by experienced technicians approved by Aluxor. Repairs done by a party other than the Distributor or a technician approved by Aluxor may invalidate the product warranty.

For after sales service, the Customer should contact the Aluxor Distributor that supplied and installed the awning.

## 9. Contact Details

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