

JACKY Bins

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 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.

1. Terms of Warranty

1. Subject to clauses 2, 3, and 4, Orion Australia Pty Ltd (hereafter “the Manufacturer”) warrants to the original purchaser that JACKY® Bins (hereafter “the product” or “the products”) will be free from material defects caused during the manufacture process for a period of 36 months from the Purchase Date.

1. Due to the inherently flexible nature of Linear Low Density Polyethylene (LLDPE) material from which the products are constructed, it is *expected* that minor distortion will occur when products are filled with fluid, or when the products are stacked one on another (if applicable). Minor distortion, such as will *not* normally render the products unserviceable or unsafe, is *not* regarded as a warrantable issue for the purpose or effect of these Warranty Terms and Conditions.

1. Non-Excludable Warranties.

1. The Manufacturer acknowledges that State and Federal legislation implies certain conditions and warranties into agreements for the supply and manufacture of goods which cannot be excluded, restricted or modified (**Non-Excludable Warranties**). The Manufacturer does not exclude, restrict or modify any Non-Excludable Warranties.

3. Exclusion Limitation of Liability.

3.1 Except for the Non-Excludable Warranties, the Manufacturer excludes all other conditions and warranties implied by;

- a) Custom; or
- b) The general law (including but without any liability for negligence); or
- c) Statute.

- 3.2 The liability of the Manufacturer under this Warranty is excluded to the extent that any defect has been caused or contributed by:
- a) Any accident, contamination, tampering, wilful damage; any modifications not conducted by or specifically authorised in writing by the Manufacturer
 - b) Improper storage (including but without limitation the stacking of the products one on another except where the product design specifically provides stackable frames); or the storage of the products on uneven, unstable or out-of-level surfaces;
 - c) Improper use or negligent act of, or omission by, any person other than the Manufacturer.
 - d) The improper cartage or transport of the products;
 - e) Failure caused by or contributed to by integration with other products not produced by the Manufacturer;
 - f) Fair wear & tear, including rusting of steel components;
 - g) The use of the products for any other purpose than the purpose for which it was originally designed by the Manufacturer;
 - h) Any damage to the products caused by chemicals used in the processing of contents, cleaning of the product, or to which the products may be accidentally or wilfully exposed;
 - i) Any damage to the product caused by an Act of God (e.g. storm, tempest, washaway, landslide, mudslide, lightning, earthquake), fire or other source of excessive heat, or any other phenomenon, vermin or other pests;
 - j) Weathering or degradation of the products due to extreme climate conditions; or
 - k) Any staining that may occur to the products from contents, cleaning agents, or other sources.

- 3.3 Without limiting the generality of clause 3.2:
- a) *The Manufacturer will not be liable for any personal injury, accidental damages, consequential losses, loss of contents, loss of profit or any like claims* whatsoever arising from any use of, or incidental to, the products; and
 - b) To the extent that any component or material (including, but without limitation the polyethylene) used in the manufacture of the product is supplied and/or manufactured by a third party, the liability of the Manufacturer is limited to the Manufacturer's right of redress (if any) against the third party supplier/manufacture.

3.4 The liability of the Manufacturer under this Warranty is limited to, at the Manufacturer's discretion:

- a) Repairing the product; or
- b) Provision of a replacement product to the original delivery address to which the Manufacturer delivered the product; or
- c) Reimbursing the Purchaser on a pro-rata basis a sum equal to the Purchaser's price, less 2.78% of the Purchase Price for each month since the Purchase Date.

The responsibility and charges for other works relating to replacement of the products is the responsibility of the Purchaser, and is not covered within the scope of the Warranty Terms and Conditions.

4. Proof of Purchase

The original invoice for the products must be provided by the Purchaser when making a claim under this Warranty. To initiate a claim please contact the Manufacturer by post, phone, fax, or email, providing the original invoice and details of the issue for which the claim is being made.

5. Purchase Returns

Return of goods for refund or replacement not under warranty conditions will be solely at the discretion of the Manufacturer, and no liability to accept Purchase Returns not under warranty conditions is expressed or implied. Refunds may be subject to re-stocking charges, etc.

6. Definitions

For the purpose of this Warranty the following definitional apply:

- a) **Manufacturer** means Orion Australia Pty Ltd.
- b) **Purchase Date** means the date upon which the product was purchased by the original purchaser.
- c) **Purchase Price** means the actual price paid for the product by the original purchaser.
- d) **Purchaser** means the original purchaser of the product.
- e) **"Orion Industrial product", "the products" or "the product"** means any item manufactured by the Manufacturer and purchased by the Purchaser being the subject matter of this Warranty.
- f) **Warranty** means this written warranty.

7. Governing Law

This warranty will be governed by the laws of the jurisdiction in which the products are supplied to the Purchaser.