

Warranty Guide

1. Australian Consumer Law

- A. Our Products come with guarantees which cannot be excluded under Australian Consumer Law. You are entitled to a refund or a replacement for a major failure. You are entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.
- B. All returns of Products are subject to our **Returns and Refunds Policy** which can be found on our website. Please first read the terms of our **Returns and Refunds Policy** carefully before contacting Astra Domes Pty Ltd as they govern your eligibility for repairs, replacements, and refunds.
- C. Please be aware that the Australian Consumer Law does not give you the right to return the Product simply because you change your mind about wanting to buy the Product or for “buyers’ remorse”. If you decide after ordering or receiving the Product that you do not want it and wish to dispose of it and it falls outside our **Returns and Refunds Policy**, then it is your responsibility to find a buyer or another recipient for the Product. We may, at our discretion, assist you with the selling of your dome at a predetermined commission. It will also be your responsibility to source and pay for the freight to the new buyer’s location.

2. Warranty

- A. Astra Domes Pty Ltd offers a limited warranty for all components of Products as described below which are found to be faulty for 5 years from the date that you make your purchase. In these Terms, Components mean the structure’s framing (including the hardware used to erect the structure such as nuts and bolts), the PVC cover and all non-powered accessories.
- B. All Components of the Dome or related products are covered by this Warranty against defects during the Warranty Period. If you have a claim for damage, please provide us with:
 - a. Photos of the problem and where the structure is set up including the foundations/ground it was built on and the deck/concrete slab or equivalent it has been bolted to including photos of the anchor points to which the Dome is attached to
 - b. A written explanation as to what the issue is and how it occurred; and
 - c. The exact dates and rough time the damage occurred.
- C. If we agree to replace or repair the damaged Components, we will supply replacement Components as soon as we are able to do so, (We may need to source these from an overseas manufacturer) and pay reasonable charges for the repair or installing the replacement part if that is required to fix the problem. If the problem is very serious, we may arrange to have a replacement Product issued at our discretion. We require all faulty Products to be returned to us for inspection, at our cost.

- D. The Warranty does not cover damage done by inappropriate or unlawful use of the Product as described in Section 3 below (“WARRANTY LIMITATIONS AND EXCLUSIONS”) and Section 4 (“LIMITATIONS OF LIABILITY”) set out below. The Warranty may not apply if the Product has been altered or modified in a way which we believe might affect the performance of original Components.
- E. This Warranty is provided by Astra Domes Pty Ltd (ABN 66 662 191 273, ACN 662 191 273) of **Unit 2 262 Parramatta Road, Granville 2142**. In the event of any need to contact us about this Warranty, please email us at info@astradomes.com.au.
- F. Returns will only be accepted in the original condition (preferably in original packaging). Components that have been modified or excessively handled will not be accepted as a return.
- G. The Warranty shall be the sole and exclusive warranty granted by Astra Domes Pty Ltd and shall be the sole and exclusive remedy available to you in addition to other rights and under a law in relation to the Components to which this Warranty relates.
- H. The Warranty does not apply to any appearance of the supplied Components nor to any supplied Components where the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.

3. WARRANTY LIMITATIONS AND EXCLUSION

- a) Astra Domes Pty Ltd does not offer any sort of express warranty apart from any warranty that is expressed throughout this document as well as that of Australian Law.
- b) This Warranty does not apply to any defect in the Components arising from:
 - a. Normal wear and tear
 - b. Incorrect assembly or not installed or maintained in accordance with accompanying documentation
 - c. Inappropriate cleaning (harsh chemicals may weaken the integrity of the cover)
 - d. Misuse
 - e. Lack of maintenance
 - f. The Component has been modified in any way
 - g. Component used in a manner or purpose for which the Component was not intended
 - h. Damage to Components due to events out of our control including Force Majeure once the Components are delivered to you.
 - i. Other extraneous factors such as natural disasters i.e. floods, bushfires etc.

- c) Returns will only be accepted in original condition and preferably should be in the original packaging. Components that have been modified or excessively handled will not be accepted as a return.
- d) Where the Warranty Claim is accepted then Astra Domes Pty Ltd will, at its sole discretion, either repair or replace any defective Components or part thereof with a new or remanufactured equivalent during the Warranty Period at no charge to you for parts or labour. Astra Domes Pty Ltd will be responsible for the return postage or shipping costs to facilitate your Warranty Claim Australia wide.
- e) All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.
- f) Astra Domes Pty Ltd only provides the standard warranties provided in these Terms and to the maximum extent permitted by law, Astra Domes Pty Ltd does not give any other extended warranty or representation of any kind in relation to any Components supplied under these Terms.

4. LIMITATION OF LIABILITY

- a) You agree that the Products are provided “as is” and specific results cannot be guaranteed. It is your sole responsibility to determine that the Product meets your needs or is otherwise suitable for the purposes for which it is used.
- b) Astra Domes Pty Ltd ‘s maximum liability extends to the repair or replacement of the defective Product, or where required by law, a full refund up to the maximum purchase price.
- c) Notwithstanding any other terms of this Warranty, the total aggregate liability of Astra Domes Pty Ltd for any loss whatsoever shall be limited to the purchaser’s price of the affected Product(s).
- d) Notwithstanding any other term of this Warranty, in no event shall Astra Domes Pty Ltd be liable for loss of profits, revenues, product, contract, market or data or for any indirect, consequential, incidental, special or other similar damages.
- e) For the avoidance of doubt, the limitation and exclusion of liability stated above shall apply to liability on any legal or equitable basis including liability arising out of any breach of this contract or obligations under this contract, for breach of warranty, tort (including negligence), by way of indemnity, by statute (to the extent permitted by law), or any other legal theory.

5. AVAILABILITY

- a) Unless stated otherwise, Astra Domes Pty Ltd supplies its products on a “per order” basis. To ensure each client receives the components specific to their requirements, both parties must reach an agreement as to how you would like your structure’s configuration to be laid out. Once this process has been completed then the order will be placed (in concordance with our Returns and Refund policy).
- b) Astra Domes Pty Ltd may hold stock from time to time which will be in the form of pre-made templates. These options will not be made customisable and as such will be subject to availability. All Products advertised for sale are subject to availability. Our Website will normally ensure that the “out of stock” sign goes up as soon as we sell out of individual Products.
- c) In the rare event that we are unable to supply pre-made template Products displayed on our website as available, perhaps due to an error in our warehouse stock count or other circumstances outside of our control, we will contact you as soon as possible. Where for any reason, Products are not available, we may propose to provide you with similar Products of similar quality and price or give the option of a customisable dome at the same advertised price. The choice is yours. If you do not wish to accept a substitute Product, we will return any funds paid as soon as possible. If for any other reason we cannot accept your order, we will also refund your payment as soon as possible.

6. SPECIFICATIONS

- a) Occasionally, product specifications from the manufacturer may change in a very minor way without prior notice. However, any significant changes will be notified on our Website.
- b) All colours, sizes, weights, and measurements shown on the Website are approximate but every effort is made to ensure that they are as close as possible to what is shown.

7. SHIPPING

- a) Shipping costs will vary according to the delivery address, weight and size of the Products ordered, and the method of shipping preferred or nominated by the buyer. Due to the nature and size of Australia, we contract out our freight to companies that can deliver our products safely and efficiently around the country. We strive to select Shipping companies that are well known carriers for both cost and service quality, although they sometimes sub-contract the last stages of distant deliveries to local carriers. Their charges are passed directly on to our customers.
- b) We cannot specify when our products will be dispatched but we give a maximum lead time of 12 (twelve) weeks from date of purchase or end of cool off period for our products to arrive. This lead time includes the manufacturing time of your customisable dome/s. We will send you by email the estimated time of arrival (‘ETA’) and tracking details from the carrier

as soon as Products are dispatched, but we cannot guarantee ETA or tracking details as the accuracy of these is in the hands of the carrier. Sometimes shipments are briefly delayed in transit despite best endeavours by all parties, especially in rural communities.

- c) In the rare event that the lead time may take longer than 12 (twelve) weeks, we will notify you via email and phone as soon as we are made aware so that both parties can come to a conclusion as to how we can settle the matter. Options can include but are not limited to, issuing a refund, providing a discount, store credit or waiving the shipping fee. This will be at the discretion of Astra Domes Pty Ltd in concordance with Australian Law.
- d) Your structure will arrive either on a pallet or in a crate (depending on sizes and accessories which serve only as packaging and is not a part of your purchase). It is possible that these will be soiled or damaged in transit, we do not replace or repair this outer packaging.

8. DAMAGE IN TRANSIT

- a) If you take delivery of your Astra Domes package and the contents have been damaged in transit, you should notify Astra Domes Pty Ltd immediately by email with photos and a short description of the damage. We may offer/ issue a full refund once the package is returned to us for inspection, including the normal cost of return shipment. Alternatively, we can pay for repairs if the damage is minor and we agree to handle it that way.

9. REFUND OF DEPOSITS DUE TO DELAYS

- a) A full refund of a deposit will only be made if Astra Domes Pty Ltd fails to deliver a Product within the time period quoted at the time of the order. No deposit refunds will be offered under any other circumstances. If a factory shipment to our fulfilment centre is delayed, we may ask you to accept a later delivery from us, but that is your choice. If you do not agree to a later delivery, we will refund your deposit in full.

10. RESPONSIBLE USE OF OUR STRUCTURES and RELATED PRODUCTS

- a) Please note that the conditions listed below are not intended to limit any consumer rights under Australian Consumer Law. These conditions refer to what we consider to be inappropriate use of our structures or other Products or outside the intended purpose of these Products.
- b) Because we have no control over how our structures and other Products are used, we cannot be held responsible for injuries to users or damages to the structure where this is caused by adverse weather (high winds, snow, fire and flooding) other than what we have stated our structures are able to withstand or by unwanted animals, wildlife or other pests entering the structure or by acts of God. Users need to exercise care in selecting a site and in using the Products.

- c) In relation to weather damage, Astra Domes Pty Ltd cannot be held responsible for injury to users or damage to our structures or their contents for structures left up in inappropriate weather conditions such as extreme high winds or in low lying areas subject to potential flooding, bush fires or by falling trees/branches or falling power lines.
- d) Astra Domes Pty Ltd is not responsible for mould and will not take returns or offer refunds in these circumstances. Mould is an environmental issue and, though PVC typically does not mould, if left alone for long periods of time without general maintenance/cleaning then mould can occur. This is not a manufacturing issue. It is up to the owner to prevent and treat mould if it occurs.

11. STOVES and COOKING

- a) If appliances such as stoves or other cooking or heating devices or other appliances are operated within the structures, that use is completely at the users own risk. Astra Domes Pty Ltd cannot be held liable or responsible for any injury or damage caused by the operating of any fuel or electrical appliances within the structure or nearby. Contact your local regulator for applicable fire rules and safety recommendations.

12. IF OUR PRODUCTS ARE USED BY MEMBERS OF THE PUBLIC

- a) If our Products are used for hire to the public, for other commercial purposes, for hospitality or for any other purpose by person who was not the buyer of the Products and you find a fault which causes you to issue refunds to your own customers, or paying damages to other people due to injury or any other reason, Astra Domes Pty Ltd will not be responsible for reimbursing those losses. Likewise, should you experience damage to reputation or loss of business through product fault or any other reason, Astra Domes Pty Ltd shall not be held responsible for any costs incurred or profits lost.
- b) Astra Domes Pty Ltd shall not accept responsibility for injuries caused through improper use of our Products and it is your responsibility to pitch correctly, check parts regularly, and check weather reports for the event you are attending. If our Products are to be used by members of the public, you should have your own public liability insurance to cover all eventualities.

Astra Domes Pty Ltd
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