

SCHEDULE 1 - WARRANTY

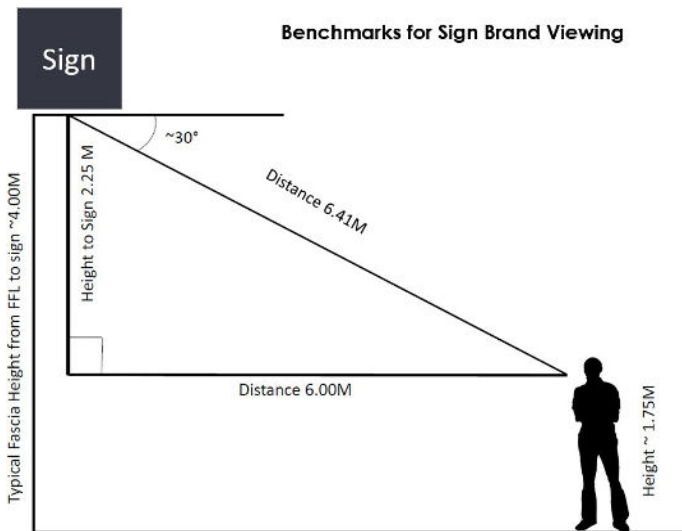
- 1.1 This Warranty is provided by Signcraft.
- 1.2 Signcraft will provide a 12-month Warranty subject to the following terms and conditions.
- 1.3 Signcraft warrants that all signs supplied will be free from defects in manufacturing and workmanship (including installation by Signcraft) and will comply with all relevant Australian standards for a period of 12 months from the date of invoice ("Warranty Period"). Signcraft agree to make good any defect by replacement or repair (at Signcraft's election) of any defect in any signage element, section or part thereof supplied (or in the case of defective installation by Signcraft, to make good the defect by re-installation), which defect appears within the Warranty Period subject to the terms and conditions below.
- 1.4 This Warranty covers all signage product supplied including signage, electrical fitting, lighting, fittings, fixtures, and structures ("Goods") and installation of the Goods (but only where installed by Signcraft).
- 1.5 This Warranty will also cover any call out and rectification by Signcraft or its contractors. However, where such works are performed and it is determined by Signcraft that the problems addressed by such works were not due to manufacturing or workmanship defects, such works may be charged directly to the Customer.
- 1.6 The Warranty Period commences from the date of invoice to the Customer.
- 1.7 If the Customer is a consumer as defined in the Australian Consumer Law ("ACL"), then:
 - 1.7.1 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the services, you are entitled:
 - 1.7.2 to cancel your service contract with us; and
 - 1.7.3 to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service; and
 - 1.7.4 the benefits to the consumer given by this Warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods and services to which the Warranty relates.
- 1.8 Any liability under this Warranty is expressly limited at the sole discretion of Signcraft to:
 - 1.8.1 in the case of defective Goods:
 - 1.8.2 The repair of the Goods at the Customer's premises, or
 - 1.8.3 The replacement or resupply of the Goods or parts to the Customer's premises; and
 - 1.8.4 in the case of defective installation of Goods, re-installing the Goods.
- 1.9 To the maximum extent permitted by law, the Customer agrees that Signcraft shall only be liable to make good, replace, repair or resupply Goods in accordance with clause 8 in the event that:
 - 1.9.1 The alleged defects have arisen solely from faulty materials or workmanship by Signcraft;
 - 1.9.2 The Goods have not received maltreatment, inattention or interference from the Customer; and
 - 1.9.3 If requested by Signcraft, that the Customer at their own cost promptly returns any defective parts of the Goods to Signcraft.
- 1.10 Signcraft is not responsible or liable for any indirect, special or consequential damages arising out of or in connection with the use or performance of the Goods or other damage with respect to any economic loss, loss of property, loss of revenue or profit, loss of enjoyment or use, cost of removal, installation or other consequential damage of any nature.
- 1.11 To claim the Warranty, the Customer must at its own cost within the Warranty Period notify Signcraft in writing of the defect using the contact details given in clause 13 below. In addition, in order to be eligible to claim the Warranty:
 - 1.11.1 The defect must be notified to Signcraft in writing within 7 days of the Customer detecting the defect (or within 7 days of when the Customer ought reasonably to have discovered the defect, whichever is the earlier); and
 - 1.11.2 The Customer must supply to Signcraft on request the original receipt showing the date, serial number (in the case of Goods) and proof of purchase.
- 1.12 Once a claim on the Warranty has been notified to Signcraft in the manner and within the time required, the Customer shall allow Signcraft a reasonable opportunity to inspect the Goods or the results of the installation at a time convenient to Signcraft for the purpose of Signcraft evaluating the Warranty claim and determining whether to accept or reject it.
- 1.13 To make a Warranty claim, please contact Signcraft using one of the methods detailed below: Address: 580-598, Kororoit Creek Road, Altona North, Vic 3025
Phone: 1300 744 633
Fax: 03 9931 0811
Email: customerservice@signcraft.com.au

SIGNCRAFT PTY LTD
TERMS AND CONDITIONS

- 1.14 The following clauses 1.15 to 1.28 set out situations and items which are excluded from coverage by this Warranty.
- 1.15 Where the total price has not been paid by the due date for payment.
- 1.16 Defects in the signage arising from any specification or other material, services or instructions specifically submitted/requested by the Customer against the recommendation of Signcraft.
- 1.17 Failures or problems resulting from faults with the building, structure or sub-fascia to which Signcraft fixed the signs where such faults were not apparent at the time of installation and had not been notified to Signcraft in writing by the Customer.
- 1.18 Damage or effects caused by vandalism, storm, adverse weather conditions, fire, traffic accident, acts of god, misuse, unauthorized use, alteration, power surges/ fluctuations in the electrical current from mains power, improper power supply, poor handling, third party erection, removal or relocation of signage, storage not in accordance with the requirements of clause 22 below or installation or storage not in accordance with any requirements or recommended methods otherwise advised by Signcraft to the Customer.
- 1.19 Damage to any third party structure, wall, paintwork or bracket that may result from any of the matters set out in clause 18.
- 1.20 Damage caused by any unauthorised access, foreign object, vermin, animal or insect entering the Goods.
- 1.21 Fair wear and tear occurring once installation and handover is complete (including but not limited to bumps, dents, scratches and blemishes). Customers should note that environmental conditions and location may contribute to fair wear and tear. For instance, in relation to metal frame fascias, flat panel fascias, pylons and directories, environmental conditions and location may result in or contribute to the following kinds of fair wear and tear:
- 1.21.1 Decreased exterior performance of vinyls, plastics and paints for signage facing north & west, installed horizontally, in areas of long high temperature exposure, or in industrially polluted areas or high altitudes;
- 1.21.2 Fading of colours and plastics;
- 1.21.3 Paint peeling from backgrounds, edges, lettering, framing, supports, flooring and all visible surfaces;
- 1.21.4 Vinyl peeling, curling, shrinking or cracking;
- 1.21.5 Letters or graphics detaching from surfaces; and
- 1.21.6 Substrate delaminating, cracking or rotting;
- 1.22 Damage to banners caused or contributed to by storage that is not in accordance with the requirements and guidance set out below:
- 1.22.1 All digitally printed banners should be stored vertically around a tube with a minimum 3" diameter, at room temperature. They should never be folded or stored with anything on top of them. Banners on roll-up stands are the exception to this; they need only be stored as required by the stand to which they are attached.
- 1.22.2 Banners with applied vinyl graphics, or with an over laminate, should be displayed and stored completely flat. Whilst this may not be possible, and storing it around the aforementioned tube will help, the vinyl will still begin to 'tunnel' as it is rolled and unrolled. This is normal and cannot be completely avoided. Accordingly, all damage to banners with applied vinyl graphics, or with an over laminate, that are not displayed and stored completely flat is not covered by this Warranty.
- 1.23 Damage or wear to exterior use banners. By way of explanation of this exclusion (but without in any way limiting the generality of the foregoing), the Customer should note that while some interior use banners can last indefinitely, exterior use banners should always be considered temporary signage. They can last for as little as a few months or for several years. Weather plays a huge factor in the life of a banner, as well as how and where it was installed. Due to exposure to unlimited conditions, including harsh weather, exterior use banners are not warranted against damage or wear.
- 1.24 Damage to digital prints without over lamination caused by abrasion, excessive physical contact or weather.
- 1.25 Edges delaminating (edges peeling up) over time on mounted prints without "framing" around the edge.
- 1.26 Deterioration in quality of signage caused by incorrect or poor maintenance, incorrect cleaning materials, poor maintenance of external sign and internal cavities, water leakage caused by poor resealing after maintenance, rust as a result of bumps, dents and scratches and failure to use the product in accordance with oral instructions or information contained in the 'Operations and Maintenance' manual.
- 1.27 Damage to signs, property or persons that may result from faulty installation where Signcraft has not been engaged for installation services. In this regard, Customers should note that any advice offered by Signcraft regarding installation shall not be construed as assumption of responsibility on their part for Customer's adherence, or lack thereof, to any such advice.
- 1.28 Any defect that cannot be seen from the position of a person as shown in Diagram 1 on the following page. Typical examples of such defects are:
- Marks;
 - Dents;
 - Particles;
 - Embeddings;
 - Spots

**SIGNCRAFT PTY LTD
TERMS AND CONDITIONS**

Diagram 1: Benchmark for Sign Brand Viewing



1.29 Additional Warranty

1.29.1 In cases where Signcraft and the Customer have entered into a Maintenance Agreement, the Warranty Period can be extended subject to the terms and definitions stated below.

1.29.2 The Warranty Periods on the Major Components of the Exterior Signs are up to seven (7) years from the date of installation, or date of shipment, if Signcraft is not installing. If a product should be proven defective in material or workmanship within the Warranty Period, Signcraft will repair or replace the defective part(s) in a timely manner at no charge to the Customer;

1.29.3 Signs consist of a number of Major Components, and the Warranties on these Major Components are specified below in Table 1.

Table 1: Additional Warranty

Major Components	Warranty Period	Comments
Steel Components: Used for Poles and other Structural Members	7 years	Signcraft warrants that the steel used is according to the specifications in the approved drawings and that welding/bolting/joining is done according to industry standards.
Aluminium Components: Used for Cladding/skins, frame returns and brackets.	7 years	Signcraft warrants that the aluminium used is according to specifications in the approved drawings and that welding/bolting/joining is done according to industry standards.
Acrylic Components: Used for Lettering and diffusers.	3 years	Signcraft warrants that the acrylic used is according to specifications in the approved drawings and that moulding/joining is done according to industry standards.
Vinyl Sticker: Used as decoration of painted surfaces and acrylic	According to warranties from 3M or other specified suppliers	Signcraft warrants that the sticker used is according to specifications in the approved drawings and that application is made according to industry standards.
Paint: Used to Colour and protect steel and aluminium surfaces	According to Warranties from Dupont, Nippon Paint, AKZO Nobel and other specified suppliers	Signcraft warrants that the primers and paints used are in accordance with specifications in the approved drawings and that application is done according to instructions from the paint supplier and according to industry standards.
Electrical and Electronic Components: Sockets, Ballasts, Fluorescent Tubes, Transformers, LED's, Cables, Connectors, and Wires	According to Warranties from specified suppliers	Signcraft warrants that all electrical and electronic parts used are in accordance with specifications in the approved drawings and that installation is done according to instruction from suppliers and according to industry standards.