



Warranty:

1. Westside warrants its products and services in accordance with Consumer Protection Laws of Australia. Our products 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 products repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure
2. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - i. To cancel your service contract with us; and
 - ii. To a refund for the unused portion, or to compensation for its reduced value

You are also entitled to be compensated for any other reasonably foreseeable loss or damage

If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract

3. Warranties are offered to customers on the condition that products and services are used for the proper purpose and that malicious or unintentional actions by the customer or the public that cause the failure or modified effectiveness or longevity of the product or service are not covered under warranty by Building Dynamix Pty Ltd trading as Westside Balustrading and Engineering (Westside)
4. Westside guarantees products and services against defects and faults. This includes hardware, components, consumables, fixings, glass products, aluminium products, powder coating and other coatings as well as labor involved in fabrication, assembly and installation.
5. Westside guarantees its products and services for a period of 5 years from the date of purchase or installation depending on the delivery method of the sale transaction.
6. Westside does not warranty wear and tear, damage caused by the customer or the public after installation or pick up of the product, misuse of the product, accidental or malicious damage
7. Some products are provided with longer warranty periods as stipulated by Westside suppliers on the basis that conditions of those supplier provided warranties are met in their entirety
8. Westside Management reserve the right to investigate and reject warranty claims if they believe that conditions pertaining to the warranty have not been met or adhered to.
9. Westside Management reserve the right to adjust warranty periods and/or conditions in order to meet requirements of tender requirements and such amendments will be undertaken in writing as part of the tender submission
10. If Westside deems a claim to be warrantable, we will contact the customer to confirm the claim is approved and will make necessary arrangements to determine the most appropriate course of action to make good on the defect or damage identified. This can include but is not limited to repair, replacement or refund (either partial or full) depending on the nature of the issue.
11. To make a claim, the customer must notify Westside via admin@buildingdynamix.com.au including photos, video and an explanation of the issue, defect or damage identified. Ideally, a copy of the original Westside invoice should be attached to confirm the product under the warranty period.

12. Upon receipt of the claim information, a representative of Westside will commence an investigation which may require a site visit to inspect the defect firsthand. A report of the findings will be presented to Westside Management to determine if the issue meets the requirements to satisfy the warranty conditions and the most suitable action to make good on the defect or damage identified.
13. Westside is not liable for reimbursement of costs to customers, subcontractors or suppliers for expenses relating to the rectification of the defect or damage claimed unless prior approval from Westside Management has been sought and given.
14. Warranty is not provided if damage and/or defects arise from natural disasters, other unpredictable and/or uncontrollable phenomena or acts of god, illegal activities and accidental or malicious actions that lead to the defect and/or damage occurring