



APEX RACKING LIFETIME PRODUCT WARRANTY CONDITIONS

1. LIFETIME WARRANTY AGAINST STRUCTURAL FAILURE

1.1 APEX Suppliers warrants to the Customer only if an APEX product or part structurally fails during its Lifetime then this APEX product or part will be repaired or replaced with a new or equivalent product or part free of charge, subject always to the terms and conditions of this warranty.

1.2 This warranty will be void when the APEX product or part has been subjected to application, stress or imposed loadings in excess of that specified by APEX Suppliers by parties other than APEX Suppliers.

1.3 The Customer must immediately give written notice to APEX Suppliers upon discovery of a suspected structural failure or any other defect in the APEX product or part, and allow APEX Suppliers access to the place of installation for the purpose of inspecting the APEX product or part and fulfilling its obligations under this warranty.

1.4 This warranty is not transferable and only applies to the Customer and any new and previously unused APEX product or part. It does not otherwise apply and is subject to the exclusions set out in clause 4.

2. LIFETIME WARRANTY AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP

2.1 APEX Suppliers warrant that for the Lifetime of any APEX product or part, the APEX product or part will be free from defects in materials and workmanship and that any APEX product or part that, in APEX Suppliers' opinion, has deteriorated due to defects in materials and /or workmanship by APEX Suppliers will be replaced or repaired by APEX Suppliers without cost to the Customer in accordance with the terms and conditions of this warranty.

2.2 For this warranty to remain valid:

2.2.1 The Customer must allow APEX Suppliers to inspect the installation of the APEX product or part at APEX Suppliers' option, during normal business hours, upon APEX Suppliers providing written notice, during the Lifetime, and

2.2.2 any APEX product or part that, in APEX Suppliers' opinion, is damaged or has deteriorated due to normal wear and tear or local environmental conditions, must be promptly replaced at the Customer's cost. Failure by the Customer to replace the APEX product or part identified by APEX Suppliers as having deteriorated in this way will void the Lifetime warranty.

2.3 Unless otherwise notified in writing, APEX Suppliers' inspection during the Lifetime will be charged to the Customer at the rate applicable at the time of the inspection, as notified in writing from time to time by APEX

Suppliers. The Customer must pay APEX Suppliers any such fees or charges promptly and in accordance with APEX Suppliers' payment terms, failing which this Lifetime warranty will be deemed void and of no effect.

2.4 This warranty is not transferable and only applies to the Customer and any new and previously unused APEX product or part that has been installed by APEX Suppliers. It does not otherwise apply and is subject to the exclusions set out in clause 4.

3. PRODUCT REQUIRING REGULAR MAINTENANCE

3.1 The warranty on APEX mechanised equipment with moving parts is conditional upon regular preventative maintenance performed by the customer as APEX Suppliers reasonably notifies the Customer is necessary, and is subject to the exclusions in clause 4.

4. EXCLUSIONS

4.1. This warranty will only apply to a new APEX product or part supplied by APEX Suppliers and will not otherwise apply. APEX Suppliers will endeavour, but makes no representation or warranty that it will be able to assign to the Customer, the benefit of any warranty from the supplier or manufacturer of auxiliary products or parts supplied by APEX Suppliers and for the avoidance of doubt, this Lifetime warranty does not extend to, include or cover any such auxiliary products or parts.

4.2. APEX Suppliers will not be liable under this warranty for any liabilities, claims, damages, loss cost or expense of any nature including without limitation loss of market, loss of profit, loss of production or for any financial or economic loss which is either direct or indirect or consequential loss or damage which may be suffered by the Customer or by any third party arising out of or in any way connected with the APEX product or part, including in respect of failure to the APEX product or part (both structural and defects in materials and workmanship), breach of statutory duty or by reason of tort (including but not limited to negligence) except as provided below.

4.3 Without prejudice to the preceding paragraphs of this warranty the obligations of APEX Suppliers under this warranty will be limited to one of the following at the election of APEX Suppliers:

- (i) Repair of APEX product or part; or
- (ii) Delivery and installation of a replacement product or part identical or equivalent to the original product or part.

4.4 Any modification, repair or alteration of the APEX product or part by any third party without APEX Suppliers' prior written approval voids APEX Suppliers' obligations under this warranty.

4.5 If any APEX product or part is to be removed from an installation, moved to another location, and is intended for active service at the new location, the APEX product or part must be re-certified by APEX Suppliers which certification may be withheld in APEX Suppliers' absolute discretion in order to maintain this warranty.

4.6 The warranty for APEX parts assumes compliance with the APEX product manual requirements of use, including but not limited to; the use of corrosion resistant coating requirements of racking in "humid", "chiller rooms", "salt-laden", "coastal adjacent" and/or other "external environment".

4.6.1 APEX Hot dip galvanised (HDG) beams are coated with a minimum thickness of 55 microns (approximately 390 g/m²). A coating warranty of 10 years applies to these items from date of original purchase based on the racking being installed in the following external location categories C1, C2 & C3 as per AS/NZS 4680 and AS 4312. Beams installed beyond these locations (CX, C5, C4) must be assessed on a case-by-case basis.

Corrosivity in Australia as described in AS 4312			
Category		Generic examples	Specific examples
CX	Severe surf shore-line	Surf beach shoreline regions with very high salt deposition.	Some Newcastle beaches
C5	Surf Sea-shore	Within 200 m of rough seas & surf beaches. May be extended inland by prevailing winds & local conditions.	More than 500 m from the coast in some areas of Newcastle
C4	Calm Sea-shore	From 200 m to 1 km inland in areas with rough seas & surf. May be extended inland by prevailing winds & local conditions.	All coasts
		From the shoreline to 50 m inland around sheltered bays. In the immediate vicinity of calm salt water such as harbour foreshores.	
C3	Coastal	From 1 km to 10 km inland along ocean front areas with breaking surf & significant salt spray. May be extended inland to 50 km by prevailing winds & local conditions.	Metro areas of Perth, Wollongong, Sydney, Brisbane, Newcastle, & the Gold Coast
		From 100 m to 3 – 6 km inland for a less sheltered bay or gulf.	Adelaide & environs
		From 50 m to 1 km inland around sheltered bays.	Port Philip Bay & in urban & industrial areas with low pollution levels
C2	Arid/Urban Inland	Most areas of Australia at least 50 kilometres from the coast.	Canberra, Ballarat, Toowoomba & Alice Springs
		Inland 3 – 6 km for a less sheltered bay or gulf.	Adelaide & environs
		Can extend to within 1 km from quiet, sheltered seas.	Suburbs of Brisbane, Melbourne, Hobart
C1	Dry indoors	Inside heated or air-conditioned buildings with clean atmospheres.	Commercial buildings

4.7 Some environments with the use of harsh or storage of highly reactive chemicals may require additional protection or bunding for the racking to allow warranty conditions to be met based on hazard assessment.

4.8 If the formal inspection requirements of AS4084.2:2023 are not met the warranty may be void. This requires at a minimum 12 monthly formal inspections by a person competent as per the definitions in AS4084.2:2023 for the purposes of a formal inspection. AS4084.2:2023 specifies that some situations may require a more regular formal inspection cycle due to higher corrosion risks and other hazard factors.

4.9 APEX Suppliers reserve the right to make improvements to any product or part as to design, materials or otherwise without incurring any obligations to install or make such improvements to any APEX product or part already supplied.

4.10 Notwithstanding any other provision of this Lifetime warranty, APEX Suppliers' liability arising from, under or in connection with this Lifetime warranty will be limited to the full replacement value of the APEX product or part supplied to the Customer.

4.11 Any dispute regarding the terms and conditions of this Lifetime warranty shall be resolved by APEX Suppliers, the outcome of any such dispute to be as determined by APEX Suppliers in its absolute discretion.

5. DEFINITIONS

In this warranty;

5.1 "Customer" means the party that purchased the APEX product or part from APEX Suppliers

5.2 "Lifetime" means the total period of twenty years commencing on the date of delivery to the Customer or date of first commercial usage by the Customer of the APEX product or part.

5.3 "Structural failure or any other defect" means cracking, breaking or collapsing of the APEX product or part not resulting from misuse, negligence or accident.

5.4 "APEX Suppliers" means Global Industrial Pty Ltd (ABN 47 109 368 676) and its authorised representatives;

5.5 "APEX products or parts" means products and parts which are banded with the Apex name and supplied by Apex Suppliers.