

Vortex Pergolas™ Limited Warranty

Vortex Leisure Pty Ltd owns the Vortex Pergolas™ brand

5 year structural warranty

Vortex Leisure Pty Ltd warrants the structural integrity of the pergola frame against defects in workmanship and materials for 5 years subject to the limitations, conditions and exclusions expressed in this warranty.

1 year lighting warranty

Vortex Leisure Pty Ltd warrants against any defects in the LED lighting supplied by Vortex Leisure Pty Ltd for a period of 1 year from date of manufacture. This warranty does not cover damage to the lights caused by incorrect use.

1 year motor warranty

Vortex Leisure Pty Ltd warrants the motor against defects in materials and workmanship for a period of 1 year from date of manufacture. This warranty does not cover damage to the motor caused by incorrect use.

1 year electronic components warranty

Vortex Leisure Pty Ltd warrants electronic control systems against defects in materials and workmanship for a period of 1 year from date of manufacture.

1 year pergola blinds warranty

Vortex Leisure Pty Ltd warrants the pergola blinds against defects in materials and workmanship for a period of 1 year from date of manufacture. The blinds must remain retracted when not in use. High winds can damage the blinds and this damage will not be covered under warranty. Fading and weathering of the surface will occur naturally over time, and are not considered defects and will not be covered under warranty.

1 year louvre roof warranty

Vortex Leisure Pty Ltd warrants the louvre roof and its components against defects in materials and workmanship for a period of 1 year from date of manufacture. Fading and weathering of the surface may occur naturally over time, and are not considered defects.

1 year powder coat warranty

Vortex Leisure Pty Ltd warrants the powder coat for a period of 1 year from the date of delivery. Fading and peeling may naturally occur over time and will not be covered under warranty. Damage caused to the powder coat due to improper use will not be covered under warranty. Disposal of any component replaced under warranty will be the owners responsibility.

Warranty coverage

Warranty coverage begins at the delivery date. Vortex Leisure Pty Ltd only extends this warranty to the original purchaser and only if the pergola has been purchased through an authorised Vortex Leisure Pty Ltd reseller. Written notice of the defect and proof of purchase must be provided to Vortex Leisure Pty Ltd or its nominated representative within 14 days of the defect occurring. If the pergola is required to be returned to Vortex Leisure Pty Ltd for rectification all freight costs shall be pre-paid by the customer. Repair or replacement of any defective product is at the sole discretion of Vortex Leisure Pty Ltd. To action warranty service contact the authorised Vortex Leisure Pty Ltd reseller you purchased from. If you are unable to obtain satisfactory service from your reseller written notification must be provided to Vortex Leisure Pty Ltd within 14 days of the defect occurring. Vortex Leisure Pty Ltd will pay the travel costs of the service agent for the first 50km from their base. Any further travel charges shall be the responsibility of the pergola owner.

Electrical connection

Any required electrical work must be carried out by a licensed electrician. Vortex Leisure Pty Ltd reserve the right to ask for proof that the pergola has been installed by a qualified electrician.

Warranty exclusions

1. Damage resulting from improper maintenance.
2. Damage caused to the pergola by improper use and natural fading from sunlight.
3. Acts of God.
4. Damage caused by not installing the pergola correctly.
5. Damage caused by incorrect electrical installation, brownouts, voltage spikes or operating pergola out of +/- 10% of voltage range.
6. Commercial use reduces all warranties to maximum 6 months.
7. Damage caused by relocation of the pergola from its original installed location.
8. Damage caused by third party carriers.
9. Drain or gutter leakage.
10. Damage to frame caused by unrepaired drain leakage.
11. Remote batteries are excluded from the warranty.

Limitations

This warranty is the only warranty offered by Vortex Leisure Pty Ltd and excludes any other implied or oral undertakings. Except as described above, this warranty does not cover defects or damage due to normal wear and tear, improper installation, alteration without Vortex Leisure Pty Ltd prior written consent, accident, acts of God, misuse, abuse, commercial or industrial use, use of an accessory not approved by Vortex Leisure Pty Ltd, failure to follow Vortex Pergolas™ or Owner's Manual, or repairs made or attempted by anyone other than an authorised representative of Vortex Leisure Pty Ltd. Vortex Leisure Pty Ltd or its agents will not be liable for any incidental or consequential loss or injury. Vortex Leisure Pty Ltd will not be liable for costs associated with but not limited to building alterations, removal costs, delivery costs or labour costs associated with the replacement or repair of pergola and parts.