

Limited Warranty

Product: HEROair

AS AT 1 JULY 2025

Public Outdoor Pty Ltd (the Company) warrants that:

- A. ALL TABLES SUPPLIED WILL CONFORM IN KIND AND QUALITY TO THEIR PRODUCT SPECIFICATIONS AND WILL BE FREE OF SUBSTANTIVE DEFECTS IN MATERIALS, FABRICATION AND SURFACE TREATMENT AT THE TIME OF DELIVERY;
- B. ALL MATERIALS, PROCESSING AND FABRICATION FOR TABLES ARE DESIGNED AND SUITABLE FOR OUTDOOR USE AND APPLICATION;
- C. ALL FIXINGS TO BE STAINLESS STEEL 304;
- D. ALL SURFACE TREATMENT FOR TABLES IS UNDERTAKEN IN ACCORDANCE WITH PRODUCT SPECIFICATIONS.

The Company further warrants:

A 5 YEAR LIMITED WARRANTY ON ALL ALUMINUM COMPONENTS (INCLUDING WELDS) AGAINST STRUCTURAL FAILURE DUE TO SUBSTANTIVE DEFECTS (MATERIAL OR FABRICATION).

A 2 YEAR LIMITED WARRANTY ON ALL SURFACE TREATMENTS AGAINST SIGNIFICANT DETERIORATION DUE TO SUBSTANTIVE DEFECTS (MATERIAL OR APPLICATION).

These warranties do not apply to damage resulting from normal "wear and tear", accident, alteration, misuse, tampering, negligence, inadequate inspections, poor maintenance, acts of God or abuse including but not limited to vandalism. For inspection and maintenance requirements, refer to the general and maintenance information for the table model.

The Company defines Substantive Defects as structural failure, or defects impeding the ability to assemble, use, anchor or stabilize the table, or, in relation to surface treatment, significant deterioration or significant visible aluminum that cannot be remedied with appropriate touch up paint application. The definition of Substantive Defects does not include minor marks, scratches, weld flecks or slag, minor indentations, fading or minor surface imperfections including but not limited to discoloration or delamination. The Company also notes that in certain coastal, saltwater or otherwise identified corrosive environments, deterioration resulting from corrosion will be considered normal "wear and tear" for that location.

For the purposes of this warranty, Surface Treatment does not include artwork of any kind. Please note that no warranties are provided for artwork or additional surface coatings and the application of artwork or additional surface coatings may void the Surface Treatment warranties.

The warranties set out above are in lieu of all other warranties whether express, implied or statutory, including but not limited to any warranty of merchantability or fitness for a particular purpose.

The warranty period commences at the date of delivery or final invoice, whichever is earlier.

In the event of Substantive Defects, the Company must be notified by email with a description of the defect(s) and images attached, within the prescribed warranty period. The Company will, at its sole discretion, repair or replace a part, parts or the whole table or product, or refund the purchase price (excluding delivery and taxes), of any table or product found Substantively Defective upon inspection by the Company or an authorized service representative of the Company. If repairing or replacing a part, parts or the whole table or product, the Company shall deliver that part, parts or the whole table at its cost however all labour and other costs for installation, disassembly, removal and or disposal of the defective part or parts, or return of the defective table or product, shall be borne by the customer. Replacement parts will be warranted for the remainder of the original warranties. The liability of the Company (except as to title) arising from the supply of a table or product, or its use whether on warranties, contract, negligence or otherwise, shall not in any case exceed the cost of repairing or replacing the defective part, parts or table or product, or refunding the purchase price (excluding delivery and taxes). In no event shall the Company be liable for any direct, indirect, special, incidental or consequential losses or damages.

These warranties are only valid if tables are installed on surfaces that are flat, level and hard-formed and suitable for the table model, and assembled, secured, inspected and maintained in accordance with the guidelines and processes set out in the information provided by the Company.

These warranties are only valid for tables that remain and are located within the contiguous states of America and Canada.

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