

Hella Wraps – Warranty Against Defects

In this Warranty:

We, us, or our means Samer Saqqaf t/a Hella Wraps (ABN 27 845 583 641) and our contact details are set out at the end of this warranty;

You, or your means the customer who engaged us to supply and install Wrap on your vehicle pursuant to the Hella Wraps Terms and Conditions of Service.

Material means the vinyl wrap or paint protection film that we use to create the Wrap.

Wrap means the vehicle wrap installed on your Vehicle, which is created using the Material.

Services means services supplied by us pursuant to the Hella Wraps Terms and Conditions of Service.

Vehicle means your vehicle on which we have installed the Wrap.

This warranty is attached to and forms part of Hella Wraps Terms and Conditions of Service.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- 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.

1. Important Information

1.1. You must follow our recommended care & maintenance instructions in relation to the Wrap, including:

- (a) initial care: do not wash the vehicle for the first 5 days after installation;
- (b) washing:
 - (i) hand wash preferred;
 - (ii) use mild pH neutral soaps or manufacturer-approved cleaners;
 - (iii) rinse thoroughly and dry with a soft cloth; and
 - (iv) automated car washes: use only brushless systems.
- (c) protection: whenever possible, keep the vehicle undercover to prolong Wrap appearance; and
- (d) always ensure that bird droppings are cleaned off the Wrap as soon as possible to prevent damage to the Material.

1.2. **Ceramic, wax, other surface coatings, treatments or recent paint jobs on your vehicle:** This Warranty will not apply where you have failed to tell us about any ceramic or wax coating or any other surface treatment on your vehicle, or of any recent paint jobs on the vehicle before installation of the Wrap. The presence of such coatings can impact the adhesion and longevity of the Wrap, leading to potential lifting, bubbling, or premature failure. For optimal results, vehicles must be free from any wax, ceramic coatings, or other contaminants that may interfere with adhesion. If unsure, a professional decontamination service is recommended before installation.

1.3. If we repair or replace any Wrap under this Warranty there may be colour mismatches against existing wrap panels, for example due to fading.

2. Warranty

2.1. We provide this Warranty to you in addition to any rights or remedies you have under the Australian Consumer Law or any other applicable law (**Consumer Law Rights**).

2.2. **Wrap Warranty:** Subject to the terms of this Warranty, if during the period that the Material manufacturer provides us a warranty (**Warranty Period**) the Wrap installed on your Vehicle by us proves defective by reason of defects in the Material, we will repair or re-supply the Wrap or issue a full or partial refund to you with respect to any amount paid for the defective part (or all) of your Wrap and Services. Your Consumer Law Rights may extend beyond the Warranty Period.

2.3. **Workmanship Warranty:** Subject to the terms of this Warranty, if during the first 6 months from the date of purchase of the Services from us (**Warranty Period**) the Wrap and Services prove defective by reason of improper workmanship, we will

resupply the Wrap and Services or issue a full or partial refund to you with respect to any amount paid for the defective part (or all) of your Wrap and Services. Your Consumer Law Rights may extend beyond the Warranty Period.

- 2.4. If any materials or parts or features required to facilitate any repair or replacement pursuant to the above clauses are unavailable or no longer in production, we will use our best endeavours to use appropriate equivalent materials.
- 2.5. Where we provide you with a remedy under this Warranty, the Warranty Period under this Warranty applicable to the remedied Wrap and Services is the remainder of the Warranty Period under the Warranty applicable to the Wrap and Services the subject of the Warranty claim.

3. Making a valid warranty claim

- 3.1. To claim the benefit of this Warranty, you must:
 - (a) notify us by email as soon as you become aware that the Wrap and Services are defective and in any event, within 14 days of when you become aware that the Wrap and Services are defective with evidence of proof of purchase of your Wrap and Services from us and a description and photographs of the claimed defect;
 - (b) allow us sufficient access to your Vehicle to inspect the Wrap and our workmanship, including by bringing your Vehicle to us for inspection; and
 - (c) provide any other information reasonably required by us to assess your claim.
- 3.2. Where you bring your Vehicle to us as part of a Warranty claim, you will be responsible for any associated costs of transporting your Vehicle to our premises.

4. When this warranty applies and when it does not

- 4.1. This Warranty only covers a defect which is either:
 - (a) a manufacturing & material defect: physical damage, adhesion failures, or any issues outlined in the manufacturer's technical documentation; or
 - (b) an appearance defect: abnormal fading, excessive dust beneath the Wrap, cracking, peeling, blistering, or loss of adhesion that visibly impairs the Wrap.
- 4.2. This Warranty does not cover any defect which is caused (or partly caused) or contributed to, by any:
 - (a) failure on your part to follow any instructions or guidelines (including any manual) provided by us or the manufacturer in relation to your Wrap or properly maintain your Wrap in accordance with any of our instructions or guidelines (e.g., failing to wait 5 days before first wash of your vehicle) and aggressive cleaning methods, harsh chemicals, high-pressure hoses, or use of petroleum-based waxes;
 - (b) vehicle substrate issues, such as rust, bare metal, peeling paint/clear coat, or non-OEM finishes;
 - (c) any pre-existing damage to the Vehicle which was present prior to us providing the Services, including damage which only becomes visible following installation of the Wrap (such as dents or surface imperfections not apparent on the original paint finish);
 - (d) any paint or clear coat damage during wrap removal;
 - (e) act or omission, accident, weather event or negligence by you or any third party not engaged by us, including: animal scratches, graffiti, vandalism, hail, extreme UV exposure, or failure to remove salt/hard water residue promptly;
 - (f) use of the Wrap otherwise than for any application or use specified by us or the manufacturer;
 - (g) continued use of your Vehicle (where such use is not reasonable) after any defect in the Wrap becomes apparent or would have become apparent to a reasonably prudent person;
 - (h) incorporation or installation of fixtures, appliances or other items into the Wrap;
 - (i) failure by you to notify us of any defect in your Wrap and Services within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant defect;
 - (j) reasonable wear and tear of the Wrap, including fading weathering or aging;
 - (k) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our or the manufacturer's reasonable control); or
 - (l) installation, repair, replacement, maintenance, altering, overhauling or otherwise compromise of the Wrap by you or any person other than us or the manufacturer.

4.3. **Additional Expenses:** Any services requested by you to be performed by us (including any work or services that are additional to repairs carried out by us pursuant to clause 2 and deemed by us to not be covered under this Warranty) may incur additional charges, which we will advise you of prior to commencing those additional work or services. We are under no obligation to perform any additional work or services that you may request.

5. **General**

5.1. Hella Wraps Terms and Conditions of Service prevails: This Warranty is subject to the Hella Wraps Terms and Conditions of Service and in the event of any inconsistency or ambiguity between this Warranty and the Hella Wraps Terms and Conditions of Service, the Hella Wraps Terms and Conditions of Service will prevail.

5.2. This Warranty is only valid and enforceable in Australia and is governed by the laws of New South Wales.

5.3. **No third party reliance:** The benefit of this Warranty is for you only, and no other person or third party can rely on or make a claim under this Warranty.

5.4. **No Assignment or transfer:** This Warranty or the benefit under this Warranty cannot be assigned or transferred to any other person or third party.

Contact us for further details:

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