



SERVICE TERMS AND CONDITIONS  
GENERAL TERMS, WINDOW SAFETY COMPLIANCE, SAFETY COMPLIANCE CHECKS

## **ASQB Pty Ltd General Terms of Service**

*Last Updated: [22.02.2024]*

### **1. Acceptance of Terms**

By accessing or using the services provided by ASQB Pty Ltd ("ASQB"), including but not limited to window and door repairs and replacements, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

### **2. Services Overview**

ASQB provides window and door repair services to residential and commercial clients. Our services include but are not limited to diagnostics, compliance, repairs, replacements, and maintenance of windows and doors.

### **3. Service Quotes and Estimates**

Clients' will be provided with a precise quote for the requested service(s) based on the information provided to ASQB at the time of quoting. Actual costs may differ depending on the final scope of work carried out.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change

### **4. Scheduling and Appointments**

ASQB will make every effort to adhere to agreed-upon schedules and appointment times, however unforeseen circumstances may cause delays. In such cases, ASQB will communicate any changes promptly.

### **5. Cancellation Policy**

At ASQB, we understand that circumstances may arise where clients need to cancel their scheduled appointments or projects. We strive to accommodate such situations while also ensuring fairness to both parties. Therefore, we have established the following cancellation policy:

- a) ASQB reserves the right to charge a cancellation fee equivalent to a portion of the scheduled service cost for appointments cancelled without sufficient notice.
- b) Clients are kindly requested to provide at least 48 hours' notice for any appointment cancellations or rescheduling requests.
- c) Cancellations made within 24 hours of the scheduled appointment time will incur a cancellation fee



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- d) The cancellation fee is equivalent to the cost of the service call out portion of the scheduled service cost, starting from \$145 per technician scheduled for your job.
- e) Clients must communicate their cancellation requests promptly by contacting ASQB Pty Ltd via phone or email.

#### **6. Payments and Invoicing**

All invoices issued by ASQB are generated in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments.

Payment for services is due within 14 days of invoice issuance. Late payments may incur additional charges. Invoices will clearly outline the services provided and associated costs.

#### **7. Warranty**

ASQB provides a 12-month warranty on all workmanship. The warranty covers defects in workmanship but does not cover damage caused by misuse, negligence, or natural disasters.

Hardware, parts, glass, and replacement windows and doors are limited to the manufacturer's warranty. ASQB will not be responsible for any loss, injury or damage as a result of any manufacturing defect. Full liability remains the responsibility of the manufacturer.

#### **8. Liability**

ASQB is not liable for any indirect, incidental, special, or consequential damages arising from the use of our services.

While we do our utmost to provide high-quality repairs, we cannot assume responsibility for any pre-existing conditions or subsequent issues related to the serviced windows and doors.

#### **9. Termination of Services**

ASQB reserves the right to terminate services if a client violates these terms or engages in any inappropriate behaviour. Termination will be at the discretion of ASQB, and any outstanding payments will still be due.

#### **10. Changes to Terms**

ASQB reserves the right to modify or update these Terms of Service at any time. Continued use of our services constitutes acceptance of the revised terms.



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By engaging ASQB's window and door repair services, you acknowledge that you have read, understood, and agree to these Terms of Service. If you have any questions or concerns, please contact us at [service@asqb.com.au](mailto:service@asqb.com.au)

## **ASQB Pty Ltd - Window Safety Compliance Terms of Service**

*Last Updated: [22.02.2024]*

### **1. Acceptance of Terms**

By accessing or using the services provided by ASQB, including but not limited to window safety compliance, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

### **2. Service Overview for Window Safety Compliance – Supply and Installation**

ASQB specialises in ensuring child window safety compliance in line with the regulations of New South Wales (NSW) for both residential and commercial properties.

Specifically, the purpose of our Window Safety Device Installation Service is to ensure that all child fall prevention devices are installed and certified in accordance with Part 4, Section 30 of the Strata Schemes Management Regulation 2016 - Window Safety Devices.

High risk windows within non-strata titled buildings will also be assessed in accordance with Part 4, Section 30 of the Strata Schemes Management Regulation 2016 - Window Safety Devices.

### **3. Proposal and Quote**

ASQB will provide a detailed proposal and quote outlining the steps required to bring your windows into compliance with legislative requirements. The quote will encompass the costs for parts/materials, labour, and any additional services necessary to meet the NSW safety regulations.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change.

All quotes for our Window Safety Compliance service include the following components:

- a) Supply and installation of window safety devices.
- b) Certification of each window to ensure compliance.
- c) Detailed record-keeping and management of all relevant documentation.



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- d) Managing all aspects of the project, including taking individual unit bookings and arranging re-attendance for outstanding units, to ensure seamless execution and completion of the job.

These comprehensive inclusions ensure that our clients receive a thorough and professional service to meet their window safety compliance needs.

#### **4. Device Options**

When applicable, ASQB will present a variety of device options. The preferred device option must be clearly outlined within the submitted Work Order.

Occasionally, unforeseen conditions may render the preferred device option unsuitable for the windows being serviced. In such cases, ASQB will install an alternative device that ensures the highest level of safety in accordance with the Strata Schemes Management Regulation 2016 Window Safety. Any additional costs incurred will be charged to the client.

All devices have a black or white finish unless specified or specially requested.

#### **5. Quote Variations**

- a) Window quantities are determined based on an external perimeter count or information provided to ASQB. However, in instances where there is restricted access around the perimeter of the building, an estimate may be used to determine the window quantities.
- b) When a preferred device option is deemed unsuitable and an alternate device is installed, ASQB will adjust the charges accordingly which may result in +/- the original quoted price.
- c) If a minor window modification is necessary to accommodate a device, ASQB will perform the required work and charge accordingly for the additional service.

#### **6. Scheduling and Appointments**

ASQB will schedule the installation date either directly with residents, or through the Strata Manager, and provide a minimum of 2 weeks' notice. Where applicable residents will be able to contact ASQB and book in a specific time appointment for the scheduled installation day.

ASQB will make every effort to adhere to agreed-upon schedules and appointment times, however unforeseen circumstances may cause delays. In such cases, ASQB will communicate any changes promptly.

#### **7. Additional call outs and associated fees**

If scheduled access is not granted as planned, ASQB reserves the right to charge a re-attendance fee (from \$145) for each additional visit required. This fee is necessary to cover the business operating costs, including lost revenue incurred due to the delayed access.



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If windows requiring assessment/installation are obstructed, or if additional works are required, a re-attendance fee from \$145\* will be applicable for each additional visit. This fee is to cover the cost of lost revenue, administration, and management costs associated with revisiting a property.

*\*Steel window installations will incur a higher re-visit fee of \$330 due to the higher administrative and preparation times associated with organising this service. The additional call-out charge for steel window installations will be advised in the installation letter provided.*

To minimise the re-visit fee, ASQB will make every effort to service all pending units within a single visit. ASQB will schedule the additional call-out for any remaining units and provide residents with a minimum 2-week notice period before the scheduled visit.

#### **8. Assessment of existing devices, locks, and security screens**

- a) A full assessment will be carried out on any pre-existing devices, locks, and security screens at a per window rate (from \$22/window).
- b) If the existing device fails assessment ASQB will install a new device. In this instance, ASQB will waive the assessment fee and clients will only be charged for the newly installed device.
- c) Existing locks and security screens will be assessed against the criteria required to meet compliance with the Strata Schemes Management Regulation 2016 Window Safety.

#### **9. Exemptions/Unaffected units consisting of 0 high risk windows**

In the event that ASQB is called upon to inspect a unit with 0 high-risk windows, the full inspection fee will still be applicable per unit. ASQB will conduct the inspection, confirm exemption status, and provide an exemption certificate for compliance and record-keeping purposes.

If the executive committee, landlords, or managers identify their premises as exempt and do not wish for ASQB to carry out an inspection, this instruction must be clearly stated in writing within the issued work order. Failure to communicate this instruction to ASQB will result in the quoted inspection charges being applied.

#### **10. Common Area windows**

Common area windows will be inspected and charged at a per-window rate. If a device is required, ASQB will install a new device on the spot. In this instance, ASQB will waive the inspection fee, and the client will only be charged for the newly installed device.



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## **11. Compliance Certification**

Upon successful completion of all window safety compliance projects, ASQB will provide certification and supporting documentation confirming that the windows now comply with NSW regulatory requirements. This documentation may be required for ongoing monitoring purposes or for the clients' records.

Compliance certificates are issued for each dwelling attended, providing our clients with a signed record of all legislative requirements being met. These certificates include photographic and location descriptive evidence of each window safety device installed. They are time and date stamped, and ASQB also keeps a record on hand for future reference, if required.

## **12. Client Cooperation and Responsibilities**

Clients are responsible for collaborating and cooperating with ASQB during the inspection and compliance process. This includes providing necessary access to windows, sharing relevant information, and following any post-compliance care instructions provided by ASQB.

We ask our clients to provide access, or arrange for access to be provided, for the agreed appointment time. Failure to provide access may result in additional charges.

We kindly ask our clients to provide at least 48 hours' notice to cancel or reschedule a job. Failure to provide adequate notice of cancellation (at least 24 hours before scheduled date) will result in the full call out fee (per technician) being charged.

### **What we require from residents prior to installation**

- a) Please draw blinds, pull back curtains, and remove flyscreens and other window coverings, prior to the technician's visit, to avoid any damage during works.
- b) We ask that furniture be moved back a minimum of 60cm from windows, and window sills be cleared.
- c) Please note that ASQB can only assess windows to which we have access. If access to specific windows is denied or obstructed (e.g., by a washing machine stacked in front of the window or a locked-off section of the unit/premises), the window(s) will be recorded as pending assessment.

## **13. Cancellation Policy**

At ASQB Pty Ltd, we understand that circumstances may arise where clients need to cancel their scheduled appointments or projects. We strive to accommodate such situations while



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also ensuring fairness to both parties. Therefore, we have established the following cancellation policy:

- a) ASQB reserves the right to charge a cancellation fee equivalent to a portion of the scheduled service cost for appointments cancelled without sufficient notice.
- b) Clients are kindly requested to provide at least 48 hours' notice for any appointment cancellations or rescheduling requests.
- c) Cancellations made within 24 hours of the scheduled appointment time will incur a cancellation fee.
- d) The cancellation fee is equivalent to the cost of the service call out portion of the scheduled service cost, starting from \$145 per technician scheduled for your job.
- e) Clients must communicate their cancellation requests promptly by contacting ASQB Pty Ltd via phone or email.

#### **14. Specific Limitations on the Window Safety Compliance Service**

The Window Safety Device Installation Service will not address the following:

- Structural integrity of the window
- Assessment of glass
- Issues relating to fire safety
- Issues relating to ongoing maintenance of the window

#### **15. Payments and Invoicing**

Payment for window safety compliance services is due upon project completion. If there are units who did not provide access, an invoice will be sent for the completed units first, with further invoices to be sent as subsequent outstanding units are completed. Invoices will provide a detailed breakdown of costs, including materials, labour, and any additional services rendered during the compliance process. ASQB will only charge for works carried out.

Please be advised that all invoices issued by ASQB are made in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments

Payment for services is due within 14 days of invoice issuance. Invoices will clearly outline the services provided and associated costs.



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#### 16. Liability

- a) **Window Safety Devices.** All devices are certified to meet regulatory requirements upon installation, and ASQB assumes no responsibility for any issues arising following installation due to misuse or negligence. ASQB will not be liable for injuries sustained following installation due to resident misuse or negligence. This includes damage, removal, or deactivation of safety devices after installation. ASQB recommends annual re-inspections of all window safety devices to ensure ongoing compliance with regulatory requirements.
- b) **Existing Damage.** ASQB is not responsible for any pre-existing damage to windows, holes, or other issues resulting from the removal of a non-compliant safety device.
- c) **Maintenance.** The maintenance and correct use of all window safety devices will remain the responsibility of the adult residents in each dwelling, as well as the Owners Corporation. ASQB assumes no responsibility for any device that is misused or tampered with by a resident.
- d) **Paint.** While ASQB exercises a high level of care during installation, we cannot be held liable for window paint peeling or chipping that may occur during the process of installing window safety devices.
- e) **Removing Window Coverings.** While ASQB technicians exercise great caution when removing and replacing window coverings (such as blinds, flyscreens, etc.), we cannot assume responsibility for any damage incurred. Over time, window coverings, flyscreens, and their associated hardware can become brittle due to aging and exposure to the elements. So, it is advisable to draw blinds, pull back curtains, and remove flyscreens, prior to the technician's visit, to avoid any damage.
- f) **Moving Furniture.** We kindly request that furniture be moved back a minimum of 60cm from windows, and window sills be cleared. ASQB will not be held liable for any damage caused if these items are not moved.
- g) **Glass Breakage.** While ASQB takes every precaution, we cannot be held liable for any glass breakage resulting from our work. Customers may incur additional costs to replace or repair broken glass. The risk level depends on the age and condition of the glass and should be taken into account before engaging our services.

#### 17. Warranty

ASQB provides a 12-month warranty on all workmanship. The warranty covers defects in workmanship but does not cover damage caused by misuse, negligence, or natural disasters.



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The warranty on Window Safety Devices is subject to the conditions set by the manufacturer. ASQB will not assume responsibility for any loss, injury, or damage resulting from any manufacturing defect in the window lock unit. The manufacturer retains full liability in such cases.

#### **ASQB Pty Ltd - Window Safety Compliance Check Terms of Service**

*Last Updated: [22.02.2024]*

##### **1. Acceptance of Terms**

By accessing or using the services provided by ASQB Pty Ltd ("ASQB"), including but not limited to window safety compliance checks, you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

##### **2. Service Overview for Window Safety Compliance Check Service**

ASQB's Compliance Check Service is aimed at ensuring originally installed window safety devices continue to function as intended, and continue to meet ALL legal requirements in accordance with Part 4 section 30 of the Strata Schemes Management Regulation - Window Safety Devices.

High risk windows within non-strata titled buildings will also be assessed in accordance with Part 4, Section 30 of the Strata Schemes Management Regulation 2016 - Window Safety Devices.

This service ensures that child window safety devices undergo regular inspection and testing to maintain compliance with relevant legislative requirements, thereby safeguarding their effectiveness. This process enables the identification and rectification of any faulty devices while maintaining a detailed and up-to-date compliance record for your property, thereby minimising any associated risks.

##### **3. Quote and Proposal**

ASQB will provide a service quote that will encompass the costs for inspection, parts/materials, labour, and any additional services necessary to maintain/meet the NSW safety regulations.

The quoted prices from ASQB are valid for 30 days starting from the date of issuance. After the expiration of this 30-day period, prices are subject to change.

##### **4. Window Safety Compliance Check Service Inclusions**

Upon client approval, ASQB will initiate the agreed-upon services to ensure window safety compliance. This may involve the installation of window safety devices or periodic reassessment to ensure ongoing compliance with regulations.



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#### **Our Safety Compliance Check service includes the following:**

- a) A flat rate inspection fee will be charged per unit. The flat rate fee will cover the assessment of an unlimited quantity of high-risk windows within each lot/ unit/ house.
- b) Assessment of existing devices. A full assessment will be carried out on any pre-existing devices, locks, and security screens. All assessments will be evaluated against the criteria required to meet compliance with the Strata Schemes Management Regulation 2016 Window Safety
- c) Device Alterations. If a safety device requires minor adjustments for compliance, this will be carried out on the spot with no additional charges. ASQB's skilled technicians will determine the adjustment requirements. If a device is beyond repair for compliance requirements the device will be noted as a failure.
- d) When required, ASQB will install/replace a safety device to deliver the highest level of safety and ensure full compliance. The installation of a new device will incur charges from \$35 (+GST) per device.
- e) Certification of each window to ensure compliance.
- f) Detailed record-keeping and management of all relevant documentation.
- g) Managing all aspects of the project, including taking individual unit bookings and arranging re-attendance for outstanding units, to ensure seamless execution and completion of the job.

These comprehensive inclusions ensure that our clients receive a thorough and professional service to meet their window safety compliance needs.

#### **Additional Notes**

##### **a) Failed Assessment Results**

If a window fails to meet legal requirements, the technician will identify the reason for the failure. At this point the owners have two options, have ASQB install a new device on the spot\* or make a note of the failed window within the certification document and provide a quote to return on another occasion.

##### **b) On the Spot Low-cost device replacement**

If the owners have approved 'On the Spot' replacement, the technician will install the best suited device (time permitting). Newly installed devices will be charged from \$35 (+GST) in addition to the compliance reassessment fee. If the schedule does not allow sufficient time for these works to be completed, an additional appointment will be arranged. ASQB



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technicians will select the most suitable device, however due to a myriad of variations, we cannot guarantee an exact colour match with other safety devices, or the window frame.

#### **5. Common Area windows**

Common area windows will be assessed and charged at a per-window rate. If a new device is required, ASQB will install a new device on the spot. In this instance, ASQB will waive the assessment fee, and the client will only be charged for the newly installed device.

#### **5. Compliance Certification**

Compliance certificates are issued for each dwelling assessed, providing our clients with a signed record of all legislative requirements being met. These certificates include photographic and location descriptive evidence of each window safety device assessed or installed. They are time and date stamped, and ASQB also keeps a record on hand for future reference, if required.

Upon assessment/installation, all devices are certified to comply with regulatory requirements, and ASQB holds no responsibility for any subsequent issues resulting from misuse or negligence. ASQB shall not be held accountable for any misuse, damage, removal, or deactivation of safety devices post-inspection.

#### **6. Scheduling and Appointments**

ASQB will schedule the compliance check date either directly with residents, or through the Strata Manager, and provide a minimum of 2 weeks' notice. Where applicable residents will be able to contact ASQB and book in a specific time appointment for the scheduled installation day.

ASQB will make every effort to adhere to agreed-upon schedules and appointment times, however unforeseen circumstances may cause delays. In such cases, ASQB will communicate any changes promptly.

#### **7. Additional call outs and associated fees**

If scheduled access is not granted as planned, ASQB reserves the right to charge a re-attendance fee (from \$145) for each additional visit required. This fee is necessary to cover the business operating costs, including lost revenue incurred due to the delayed access.

If windows requiring assessment/installation are obstructed and prevent the assessment from being carried out, a re-attendance fee from \$145\* will be applicable for each additional visit. This fee is to cover the cost of lost revenue, administration, and management costs associated with revisiting a property.



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## **8. Client Cooperation and Responsibilities**

Clients are responsible for cooperating with ASQB during the assessment process. This includes providing necessary access to windows, sharing relevant information, and following any post-compliance care instructions provided by ASQB.

We ask our clients to provide access, or arrange for access to be provided, for the agreed appointment time. Failure to provide access may result in additional charges.

We kindly ask our clients to provide at least 48 hours' notice to cancel or reschedule a job. Failure to provide adequate notice of cancellation (at least 24 hours before scheduled date) will result in the full call out fee (per technician) being charged.

### **What we require from residents prior to compliance check**

- a) Please draw blinds, pull back curtains, and remove flyscreens and other window coverings, prior to the technician's visit, to avoid any damage during works.
- b) We ask that furniture be moved back a minimum of 60cm from windows, and window sills be cleared.
- c) Please note that ASQB can only assess windows to which we have access. If access to specific windows is denied or obstructed (e.g. by a washing machine stacked in front of the window or a locked-off section of the unit/premises), the window(s) will be recorded as pending assessment.

## **9. Cancellation Policy**

At ASQB Pty Ltd, we understand that circumstances may arise where clients need to cancel their scheduled appointments or projects. We strive to accommodate such situations while also ensuring fairness to both parties. Therefore, we have established the following cancellation policy:

- a) ASQB reserves the right to charge a cancellation fee equivalent to a portion of the scheduled service cost for appointments cancelled without sufficient notice.
- b) Clients are kindly requested to provide at least 48 hours' notice for any appointment cancellations or rescheduling requests.
- c) Cancellations made within 24 hours of the scheduled appointment time will incur a cancellation fee.
- d) The cancellation fee is equivalent to the cost of the service call out portion of the scheduled service cost, starting from \$145 per technician scheduled for your job.



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- e) Clients must communicate their cancellation requests promptly by contacting ASQB Pty Ltd via phone or email.

#### 10. Payments and Invoicing

Payment for safety compliance services is due upon project completion. If there are units who did not provide access, an invoice will be sent for the completed units first, with further invoices to be sent as subsequent outstanding units are completed. Invoices will provide a detailed breakdown of costs, including materials, labour, and any additional services rendered during the compliance process. ASQB will only charge for works carried out.

Please be advised that all invoices issued by ASQB are made in accordance with the Building and Construction Industry Security of Payment Act 1999 (NSW). This act governs the payment processes within the construction industry to ensure fair and timely payments

Payment for services is due within 14 days of invoice issuance. Invoices will clearly outline the services provided and associated costs.

#### 11. Specific Limitations on the Window Safety Compliance Service

The Window Safety Compliance Check Service will not address the following:

- Structural integrity of the window
- Assessment of glass
- Issues relating to fire safety
- Issues relating to ongoing maintenance of the window

#### 12. Liability

- a) **Window Safety Devices.** All devices are certified to meet regulatory requirements upon installation, and ASQB assumes no responsibility for any issues arising following installation due to misuse or negligence. ASQB will not be liable for injuries sustained following installation due to resident misuse or negligence. This includes damage, removal, or deactivation of safety devices after installation. ASQB recommends annual re-inspections of all window safety devices to ensure ongoing compliance with regulatory requirements.
- b) **Existing Damage.** ASQB is not responsible for any pre-existing damage to windows, holes, or other issues resulting from the removal of a non-compliant safety device.
- c) **Maintenance.** The maintenance and correct use of all window safety devices will remain the responsibility of the adult residents in each dwelling, as well as the Owners



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Corporation. ASQB assumes no responsibility for any device that is misused or tampered with by a resident.

- d) **Paint.** While ASQB exercises a high level of care during installation, we cannot be held liable for window paint peeling or chipping that may occur during the process of installing window safety devices.
- e) **Removing Window Coverings.** While ASQB technicians exercise great caution when removing and replacing window coverings (such as blinds, flyscreens, etc.), we cannot assume responsibility for any damage incurred. Over time, window coverings, flyscreens, and their associated hardware can become brittle due to aging and exposure to the elements. So, it is advisable to draw blinds, pull back curtains, and remove flyscreens, prior to the technician's visit, to avoid any damage.
- f) **Moving Furniture.** We kindly request that furniture be moved back a minimum of 60cm from windows, and window sills be cleared. ASQB will not be held liable for any damage caused if these items are not moved.
- g) **Glass Breakage.** While ASQB takes every precaution, we cannot be held liable for any glass breakage resulting from our work. Customers may incur additional costs to replace or repair broken glass. The risk level depends on the age and condition of the glass and should be taken into account before engaging our services.

### 13. Warranty

ASQB provides a 12-month warranty on all workmanship. The warranty covers defects in workmanship but does not cover damage caused by misuse, negligence, or natural disasters.

Warranty re-attendance, for a 12-month period from assessment/installation, will be provided if an ASQB certified device becomes faulty and requires attention. However, in cases where the issue arises from user error, device misuse, or conditions not related to a manufacturing fault or workmanship defect, a call-out fee starting from \$145 along with rectification charges will be applied.

The warranty on Window Safety Devices is subject to the conditions set by the manufacturer. ASQB will not assume responsibility for any loss, injury, or damage resulting from any manufacturing defect in the window lock unit. The manufacturer retains full liability in such cases.