



MODULATE CONTAINERS WARRANTY TERMS & CONDITIONS Revision 0 – 26 April 2023

We are committed to providing our customers with high-quality products and excellent customer service. As part of our commitment, we offer a 5-year structural warranty on all of our modified shipping container products.

1. **Warranty Coverage** – The 5-year structural warranty covers any defects in material or workmanship related to the structural integrity of the modified shipping container products sold by Modulate Containers. This warranty applies to all Modulate Containers products purchased by the original purchaser from Modulate Containers Pty Ltd.
2. **Warranty Exclusions** – The following items are excluded from the warranty coverage:
 - Normal wear and tear of the product
 - Damage resulting from misuse, abuse, or negligence
 - Damage caused by accidents or natural disasters
 - Any modifications made to the product by anyone other than Modulate Containers
 - Any damage caused by transportation or installation of the product by anyone other than Modulate Containers
3. **Warranty Claim Procedure** – If you believe your Modulate Containers product has a defect covered by this warranty, please contact us at **1300 278 119** or email **hello@modulatecontainers.com** as soon as possible. We will provide you with instructions on how to proceed with your claim. You will be required to provide proof of purchase and the date of purchase, as well as photographs or other documentation of the defect.

If, after inspection by Modulate Containers, it is determined that your product is defective and covered by this warranty, we will, at our sole discretion, either repair or replace the product free of charge. If we determine that the product is not covered by this warranty, we will notify you in writing and may offer repair services for a fee.

4. **Limitation of Liability** – To the extent permitted by law, Modulate Containers' liability under this warranty is limited to the repair or replacement of the defective product, and in no event will Modulate Containers be liable for any indirect, incidental, or consequential damages arising from the use of the product. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.