

Warranty

1. Definitions

'B&D' means

- (a) in Australia - B&D Doors of 17 Oasis Court, Clontarf, Queensland, 4019, a division of B&D Australia Pty Ltd (ABN 25 010 473 971), or
- (b) in New Zealand - B&D Doors NZ Ltd of 70 Allens Road East Tamaki Auckland, which is a subsidiary of B&D Australia Pty Ltd.

'Purchaser' means the purchaser of the Opener.

'Opener' means the 'Controll-A-Door® Sectional Door Opener'

'Approved Distributor' means a reputable reseller of B&D products purchasing on an open account from B&D, for the purpose of supplying and installing those products to end users.

'Major Components' means all components of the Opener that make up the powerhead, including any track assembly, if any, that is attached to a garage door.

'Ancillary Components' means all components of the Opener which are not Major Components.

'Manufacturer's Written Instruction Manual' means the instruction manual provided with the Opener.

2. This warranty applies to every sale of an Opener to a Purchaser by B&D or its Approved Distributor, and is the only warranty given on behalf of B&D.

3. B&D warrants that it will, at its option, either repair or replace any defects:

- (i) in materials or workmanship in the Opener, subject to the following:
 - (a) for Major Components of the Opener that are installed by B&D or an Approved Distributor the warranty shall be valid for a period of sixty (60) months or 10,000 cycles (whichever occurs first);
 - (b) for Major Components of the Opener that are not installed by B&D or an Approved Distributor the warranty shall be valid for a period of twelve (12) months, provided that all costs of disconnection, reinstallation and freight shall be borne by the Purchaser.
 - (c) For Ancillary Components of the Opener the warranty shall be valid for a period of twelve (12) months.
- (ii) in installation for a period of twelve (12) months from the date of installation where the Opener has been installed by B&D or its Approved Distributor.

4. The warranties provided in clause 3(i) shall only apply to an Opener which is being used under normal use and service in accordance with the Manufacturer's Written Instruction Manual and are limited to the repair or replacement, at B&D's option, of any defective Opener or parts thereof.

5. The warranty provided in clause 3(i) shall apply from:

- (i) the date of delivery of the Opener by B&D; or
- (ii) the date of installation of the Opener by B&D or one of its Approved Installers; or
- (iii) the date of purchase of the Opener by the Purchaser;

whichever is the later.

- 6. (i) Where the Opener has been sold to the Purchaser by B&D, the Purchaser shall make all warranty claims hereunder directly with B&D;
- (ii) Where the Opener has been sold to the Purchaser by an Approved Distributor, the Purchaser shall make all warranty claims hereunder directly with the Approved Distributor.

7. The Purchaser will pay for any service call made by B&D or an Authorised Distributor where such a call is made for the purpose of adjustment (as described in the Manufacturers Written Instruction Manual) and not for rectification of a defect pursuant to the warranty hereunder.

8. (i) The Purchaser shall be responsible for any expense incurred by B&D or an Approved Distributor in ensuring that the Opener is readily accessible for any repair work carried out under this warranty. Where an Opener is installed outside a capital city metropolitan area and a warranty claim is made pursuant to this warranty, any travelling expenses and costs of transporting the Opener, incurred by B&D or its Approved Distributor, shall be borne by the Purchaser.

9. Subject to paragraph 12 hereof;

- (i) the obligations of B&D under this warranty are limited to those contained herein and such warranties are

expressly in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose and notwithstanding any course of dealing between the parties or custom and usage in the trade to the contrary.

(ii) B&D shall not be subject to nor incur and the Purchaser releases B&D from any claim or liability (including consequential loss or damage and loss or use or profit) by reason of delay, defective or faulty materials or workmanship, negligence or any act, matter or thing done, admitted or omitted by B&D.

10. Subject to Clause 12 hereof, this warranty does not extend to and B&D will be relieved of all obligations, responsibilities and liabilities (direct or consequential) in the event that defects in manufacture of the Opener are directly or indirectly in the opinion of B&D due to or result from:

- (i) being fitted to any door or other closing device which is not of the type or condition defined in the Manufacturers Written Instruction Manual as suitable for installation of the Opener.
- (ii) Lack of proper maintenance or care – failure to have the door serviced annually may void this warranty.
- (iii) Incorrect and unreasonable use.
- (iv) Faulty installation or adjustment of the Opener or door to which the Opener is connected where such installation or adjustment is not carried out by B&D or one of its Approved Distributors.
- (v) Failure to observe any instructions or directions provided with the Opener or given to the Purchaser by B&D or an Approved Distributor.
- (vi) Modifications or repairs made or attempted to be made by any unauthorised person.
- (vii) Faulty electrical wiring of structures to which the Opener is affixed.
- (viii) Radio (including citizen band transmissions) or other electronic interference.
- (ix) Water damage, including effects from rust and corrosion.
- (x) Use with doors locked.

11. The warranty contained in Clause 3 does not cover batteries or globes and B&D shall not be liable for any defect, malfunction or failure of such items.

12. It is expressly provided that the warranties or any terms and conditions of them or other statement contained in this document or other literature given to the Purchaser shall not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of the Opener of all or any of the provisions of Divisions 2 and 2A of Part V of the Trade Practices Act, 1974, or the Consumer Guarantees Act 1993 if the purchase is a 'consumer' and purchased the opener in New Zealand, ("The Act") as amended or the exercise of a right conferred by such a provision or any other condition or warranty implied by any relevant State Act or Territorial Ordinance or by the general law and which by law cannot be excluded, restricted or modified provided that to the extent that the Act permits B&D to limit its liability for a breach of condition or warranty implied by the Act, B&D's liability for such breach shall be limited to the payment of the cost of replacing the Opener or acquiring an equivalent Opener or repairing the Opener.

13. This warranty shall be governed by and construed in accordance with Australian law if the opener was purchased in Australia, or New Zealand law if the opener was purchased in New Zealand.

14. Upon making a claim under this warranty the purchaser must produce proof of the date of purchase, together with the details set out below:

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|-----------------------|
| Purchased From: _____ |
| Installed By: _____ |
| Installed Date: _____ |

The Purchaser shall complete this certificate and keep it together with a copy of the receipt of purchase in a safe place – production of such information will assist the handling of a claim made under this warranty.