



B&D PRODUCT WARRANTY

CAD P DIAMOND

EFFECTIVE 1 JANUARY 2012

1. MAKING A CLAIM

To make a warranty claim you must:

- (a) produce a copy of the receipt of purchase, together with this warranty certificate with the above details completed; and
- (b) where the Product has been sold by B&D, make all warranty claims directly with B&D by sending it to B&D at the relevant address set out in paragraph 2 below; or
- (c) where the Product has been sold by an approved distributor, make all warranty claims directly with the approved distributor. If you are unsure of the correct address of the approved distributor from which you purchased the product, you can send your claim to B&D with the rest of the above details completed, including the original invoice number, and we will forward it to the distributor.

You are responsible for the expense of making a claim under this warranty.

2. B&D OR APPROVED DISTRIBUTORS ONLY

This warranty is in addition to any statutory, non-excludable guarantees or warranty rights under Australian or New Zealand laws (as applicable). This warranty applies only to Products sold by B&D or its approved distributor. "B&D" means in Australia – B&D Doors of 34 – 36 Marigold St, Revesby NSW 2212 and in New Zealand – B&D Doors (NZ) Limited of 30C Allens Road, East Tamaki Auckland. "Approved distributor" means an approved reseller of B&D products purchasing on open account, from B&D, for the purpose of supplying those products to end users.

3. WHAT THE WARRANTY COVERS

B&D warrants, subject to paragraph 4, that it will, at its option, either repair or replace (in a manner B&D considers reasonable) any proven defects:

- (a) in installation for a period of one year from the date of installation where the CAD P Diamond (Product) has been installed by B&D or its approved distributor;
- (b) in materials, manufacture or workmanship in the Product, as follows:
 - (i) for all components of the Product that make up the power head (including any track assembly) that is attached to a garage door and that are installed by B&D or an approved distributor, the warranty will be valid for a period of five years or 10,000 cycles, whichever ever occurs first, provided that the Product is serviced annually by B&D or its approved distributor;

- (ii) for all components of the Product that make up the power head (including any track assembly) that is attached to a garage door and that are not installed by B&D or an approved distributor, the warranty is valid for a period of one year, provided that all costs of disconnection, reinstallation and return freight are to be borne by you;
- (iii) for all other components of the Product the warranty is valid for a period of one year; and

in each case the warranty applies from the later of the date of purchase, delivery or installation by B&D or an approved distributor (as applicable).

4. WHAT THE WARRANTY DOES NOT COVER

This warranty does not cover:

- (a) **batteries or globes** – B&D will not be liable for any defect or failure in them;
- (b) **adjustments** – (as described in the Instruction Manual provided with the Product) which are not defects - you will need to pay for any service calls for adjustments;
- (c) **model modifications** – B&D will not be required to incorporate modifications made to existing/future Product models;
- (d) **travel expenses** – incurred by B&D or its approved distributor in either travelling to and from or transporting the Product to/from areas outside a capital city metropolitan area – you will need to pay for these expenses; or
- (e) **additional access expenses** - incurred by B&D or an approved distributor in obtaining access where the Product is not readily accessible – you will need to pay for those additional expenses.

5. WHAT VOIDS THE WARRANTY

Subject to paragraph 6, this warranty does not extend to, and B&D will be relieved of, all obligations, responsibilities and liabilities in the event that defects in the Product are directly or indirectly, in the opinion of B&D, due to or resulting from:

- (a) **unreasonable use** – the Product not being used correctly in accordance with the Instruction Manual or other unreasonable use;
- (b) **instructions** – failure to observe any instructions or directions (including "warning" notifications in the Instruction Manual), provided with the Product or given to you;
- (c) **other devices** – the Product being fitted to any door or other closing device which is not of the type or condition defined in the Instruction Manual as suitable for installation of the Product;



- (d) **installation or adjustment** – faulty installation or adjustment of the Product or door to which the Product is connected where such installation or adjustment is not carried out by B&D or its approved distributors;
- (e) **unauthorised acts** – modifications or repairs made or attempted to be made by you or any unauthorised person;
- (f) **service** – lack of proper maintenance, service or care of the door and Product;
- (g) **outside control** – events or acts beyond the reasonable control of B&D;
- (h) **settings** – use with doors locked or operation of the Product with excessively high opening or closing force settings
- (i) **wiring** – faulty electrical wiring of structures to which the Product is affixed;
- (j) **interference** – radio (including citizen band transmissions) or other electronic interference;
- (k) **water damage** – including effects from rust and corrosion);
- (l) **salt** – salt corrosion or damage to the surface coatings or base materials due to environmental conditions (such as proximity to the sea-front or similar corrosive conditions).
- (m) **continuous operating time** – maximum continuous operating time exceeding 1 minute in 10;
- (n) **maximum operating force** – the operating force exceeding 15kg* (150 Newton) when moving the door manually to the open or closed position;
- (o) **door size** – the door surface area exceeding 18m²;
- (p) **modifications** – any unauthorised modification to the Product;
- (q) **insects damage** – damage caused by insects; or
- (r) **non-residential use** – installation of a residential garage door opener in a commercial or industrial premises or in a dwelling other than a single-family dwelling.

6. STATUTORY GUARANTEES OR WARRANTIES

Australia

If you are a consumer under the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This warranty certificate and other statements contained in this document or other B&D documents given to you do not exclude, restrict or modify the application of all or any of the provisions of the Australian Consumer Law.

New Zealand

This warranty certificate and other statements contained in this document or other B&D documents given to you do not exclude, restrict or modify the application of the New Zealand Consumer Guarantees Act (collectively defined as the "Act"); or the exercise of rights conferred by other statutory provisions which cannot be excluded, restricted or modified, provided that to the extent that the Act or other statutory provision permits B&D to limit its liability for a breach of a statutory guarantee or warranty, B&D's liability for such breach is limited to the payment of the cost of replacing the Product or acquiring an equivalent Product or repairing the Product.

In Australia, this warranty is given by B&D Australia Pty Limited (ABN 25 010 473 971) of B&D Doors of 34 – 36 Marigold St, Revesby NSW 2212, phone 13 62 63 and email enquiries@bnd.com.au

In New Zealand, this warranty is given by BD Doors (NZ) Limited of 30C Allens Road, East Tamaki, Auckland, phone 09 273 8600 and email enquiries@bnd.co.nz

This warranty document is not intended to create a contract between B&D and the purchaser.

NOTES:

* The door that the Product is used with should be balanced in such a way that the user is able to open or close the door manually using a force not greater than 150 Newton (15kg), other than to initially cause the door to start moving, which may require force in excess of that specified in this paragraph.

B&D Doors Office Locations:

New South Wales:	34 Marigold St, Revesby 2212.	Phone: (02) 9722 5555
Queensland:	17 Oasis Court, Clontarf 4019.	Phone: (07) 3883 0200
Newcastle:	Unit 1/108 Mitchell Rd, Cardiff NSW 2285.	Phone: (02) 4956 8533
Victoria:	147-153 Canterbury Rd, Kilsyth 3137.	Phone: (03) 9237 7766

South Australia:	23 Frederick Rd, Royal Park 5014.	Phone: (08) 8440 4747
Western Australia:	96 Mulgool Rd, Malaga 6090.	Phone: (08) 9247 8777
International/Export:	34 Marigold St, Revesby 2212.	Phone: +61 (0)2 9722 5555



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