

WARRANTY STATEMENT – MADINOZ PRODUCTS

In Australia, 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.

dormakaba Australia Pty Ltd (ABN 14 067 969 466) trading as dormakaba of 46-52 Abbott Road, Hallam, Victoria 3803 (**dormakaba**) provides the following warranty in relation to its **MADINOZ** branded products (**Products**)

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

WARRANTY

1. dormakaba warrants that, subject to paragraph 2 and the exclusions and limitations below, the finish on all of its Products will be free from surface and coloration defects for a period of up to 2 years from the date of installation.
2. Different finishes for the Products have varied and unique properties that may affect the suitability and durability of a finish in its intended environment. As such, the warranty period for finishes will vary depending on the type of finish, and the location as follows:
 - a. Powder Coating finished Products – 1 year warranty excluding the leading edges;
 - b. Electroplated finished Products – 1 year warranty. The plated finishes (Black Chrome, Satin Chrome, Polished Chrome, Oiled Nickel, Bronze, and Polished Brass) are classified as soft finishes. As such, deterioration is possible under some climactic conditions;
 - c. PVD (Physical Vapor Deposition) finished Products – 10 year warranty for lever sets and joinery for high volume residential and commercial developments only.
3. If a defect covered by warranty appears before the end of the applicable warranty period, then dormakaba will, in its sole discretion, either:
 - a. replace or repair the Product or the defective part of the Product free of charge; or
 - b. refund the price of the Product; or
 - c. refund the price of the labour and workmanship.
4. dormakaba reserves the right to replace defective parts of the Product with parts and components of similar quality, grade and composition where an identical part or component is not available.
5. Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Products.

WARRANTY CLAIMS

6. If a defect covered by the warranty occurs, the purchaser must first contact their point of sales or dormakaba at the address listed above, at the earliest stage that the defect becomes obvious to enable prompt action and to avoid further damage, and must be made no later than 1 month from the defect becoming obvious.
7. Any warranty claim must be accompanied by proof of purchase and full details of the alleged defect and appropriate documentation which stipulates the date of the delivery/installation, the invoice number, the purchaser's name and address and any maintenance records.
8. The purchaser must make the Product or workmanship available to dormakaba for inspection and testing. If dormakaba finds no fault in the Product or its workmanship, then the purchaser must pay dormakaba's usual costs of service work, inspection and testing.

9. Warranty work will be conducted by dormakaba during normal working hours (8.00am to 5.00pm Monday to Friday).

EXCLUSIONS

10. The purchaser acknowledges that the Products are not indestructible and that some care in installation and maintenance is necessary. In addition to the specific exclusions set out in paragraph 2 above, this warranty will not apply to:
- a. any damage or defects caused by misuse or failure to adhere to the manufacturer's selection and installation specifications, instructions or recommendations (including cleaning instructions which require the Products to be cleaned at regular intervals with a soft "grit free" cloth, clean soapy water and wiped dry with a soft clean cloth);
 - b. any damage or defect caused by fair wear and tear;
 - c. defects arising due to the installation of the Products where the Products were not installed by dormakaba or its agents;
 - d. any damage caused to the structures the Products are installed in, where the Products were not installed by dormakaba or its agents;
 - e. damage caused by circumstances beyond dormakaba's control;
 - f. any damage or defects within acceptable industry variances;
 - g. Products that have been used other than for the purpose for which they were designed;
 - h. damage caused by exposure to abnormal conditions, including but not limited to environment,
 - i. temperature, water, fire, humidity, pressure, stress or similar;
 - j. defects that arise due to abuse, misuse or neglect;
 - k. Products that have been modified, built on or repaired;
 - l. Products that have not been maintained as recommended by dormakaba;
 - m. maintenance items (which are the responsibility of the purchaser);
 - n. Products installed, maintained, operated or other than in accordance with dormakaba's instructions; and
 - o. overhaul, replacement or repair works undertaken prior to approval from dormakaba of any warranty claim.
11. Some of the materials and components used in the manufacture of the Product are not manufactured by dormakaba and are not covered by this warranty ("supplied components"). Instead, they are separately warranted by their individual manufacturer's warranty. dormakaba will use its best reasonable endeavours to pass on to the purchaser the benefit of any third party manufacturers' warranties. The length of warranty periods provided for the supplied components and their terms may vary depending on the item.
12. All Products have undergone the best available treatment to protect their surface from tarnishing and deterioration due to use, weather exposure, and other environmental factors. Tarnishing and excessive wear of the finishes on the Products are to be considered normal and acceptable, and do not represent a defect and are not covered by this warranty.

LIMITATIONS

13. dormakaba makes no express warranties or representations other than set out in this warranty.
14. dormakaba reserves the right to alter product specifications and introduce improvements at any time.

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