



## “Backed by Dominator” Promise

### Terms & Conditions

The ‘Backed by Dominator’ Promise serves to provide consumers with confidence that should they order a Dominator Garage Door, Opener or Accessory from a Dominator Dealership, Dominator NZ will ensure consumers receive the product they ordered – irrespective of whether the Dealership is in a position to fulfil the order as at the agreed installation date.

We stand behind all of our orders and support our consumers to ensure that the Dominator products they order are supplied and installed as they originally intended. The terms and conditions relating to the Dominator are as follows:

- a) The ‘Backed by Dominator’ Promise applies in respect of all Dominator branded garage doors, openers and accessories ordered via our Dominator Dealership network in NZ, in accordance with the below (**Products**).
- b) The ‘Backed by Dominator NZ’ Promise will apply if:
  - (i) a consumer enters into an agreement with a Dominator Dealer to purchase a Product **between 9:00am Monday 13<sup>th</sup> July 2020 and 11:59pm Saturday 31<sup>st</sup> October 2020 (Period)**, which may be extended at the sole discretion of Dominator NZ;
  - (ii) at the time of the agreement, the consumer pays to the Dealer the standard deposit amount (as agreed between the Dealer and the consumer); and
  - (iii) the Dominator Dealership subsequently becomes unable to fulfil the purchase for the product as a result of being declared bankrupt due to COVID-19, and:
    - (a) the bankruptcy is declared within 2 months of the date of the purchase; and
    - (b) there is no legal impediment to Dominator NZ stepping in to fulfil the purchase (for example, the liquidator has not decided that it will fulfil the purchase agreement on behalf of the Dominator Dealer).
    - (c) If all of the above conditions are satisfied, Dominator NZ will supply and install for the consumer the relevant Product(s) provided that the consumer consents to Dominator NZ taking over the order (the Dominator Dealership is required to notify Dominator NZ of any outstanding orders falling within clause (b) above). The supply and install by Dominator NZ will be subject to Dominator NZ’s standard terms and conditions of supply and install. Any warranties offered or given by the Dominator Dealer will not apply unless they are warranties given in writing by Dominator NZ.
    - (d) Subject to clause (e) below, the consumer will be required to pay to Dominator NZ the remaining amount owing for the supply and install, at the same price as agreed with the Dominator Dealer (as noted on the supplied invoice and less the deposit already paid to the Dominator Dealer) upon installation of the Product (Balance).
    - (e) The Balance must not be less than 50% of the total payable amount (including both products and installation). If the balance is less than 50% of the total payable amount, the consumer is still eligible to claim however they will be required to pay to Dominator NZ the shortfall up to 50%.
    - (f) As part of promoting this Promise to consumers, Accredited Dealerships agree to work with Dominator NZ in arranging installation (i.e. their installers will sub-contract to Dominator at standard rates).
    - (g) This Promise is applicable for residential installations only.
    - (h) In the event Dominator NZ is required to fulfil the order, Dominator NZ may contact the consumer with relevant communications (such as service reminders, care and maintenance guidance, etc), as part of supporting the consumer throughout the duration of their purchase.