



1. MANUFACTURER'S PRODUCT WARRANTIES

Subject to statutory warranties, the Manufacturer warrants that the product will be free from defects in materials & workmanship, from the date of purchase for the periods as specified:

B&D Roller Door & Flex-A-Door

Domestic/Residential use – 5 years for steel door curtain & associated labour, 1 year for surface coating, locking mechanism & all other components & associated labour (excludes salt corrosion).
Industrial/Commercial use – 1 year for all components & labour.

B&D Steel Sectional Door

Domestic/Residential use – 0.55 BMT and above Steel Doors – 5 years for steel door curtain & associated labour, 1 year for surface coating, locking mechanism & all other components & associated labour.
Industrial/Commercial use – 1 year for all components & labour.

B&D Tilt-A-Dor Fittings

Domestic/Residential or Industrial/Commercial use – 1 year for all components & labour.

2. CONDITIONS OF WARRANTY

2.1 Correct Use

Warranties apply to the product where it is used, maintained & serviced in accordance with the Owner's Handbook for that product. Warranties are void if the product is used for any purposes other than those intended by the Manufacturer.

2.2 Installation by the Manufacturer

The warranties cover, for a period of 12 months, defects in, or malfunction of the product resulting from faulty installation of the product by the Manufacturer or an installer authorised by the Manufacturer.

2.3 Installation by Parties other than the Manufacturer

The warranties do not cover defects in, or malfunction of the product resulting from installation of the product by parties other than the Manufacturer or an installer authorised by the Manufacturer.

2.4 Reasonable Repairs

The warranties only cover repairs in a manner that the Manufacturer considers reasonable including if necessary the touch-up of surface coatings.

2.5 Proven Defects

The warranties only apply to repairs of proven defects in materials & workmanship.

2.6 Proof of Purchase Date

The owner must establish to the reasonable satisfaction of the Manufacturer the date of purchase or installation (as the case may be).

2.7 Environmental Conditions

Product warranties do not cover damage to surface coatings or the base materials of the product or motors caused by proximity to the seafront or similar corrosive conditions. B&D automatic opener products are not covered by product warranties where they have been installed in environments, which allow them to encounter excessive heat, moisture or humidity (e.g. carport applications).

3. LIMITS ON LIABILITY

3.1 The liability of B&D to the Buyer in relation to the supply of the Product is limited to direct loss or damage to tangible property caused to the Buyer or to the Buyer's customers (as the case may be) up to an amount not exceeding the Contract Price received by B&D for the Product.

3.2 The liability of B&D to the Buyer whether in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from the relationship between them is excluded to the fullest extent permitted by law

4. SPECIFIC EXCEPTIONS

Without limiting clause 3.1 B&D will not be liable for any loss or damage caused directly or indirectly by;

- 4.1 operating a Product by any device, electronic or otherwise, which was not installed or supplied by B&D;
- 4.2 any masonry, rendered, or other surfaces cracking or collapsing during or after the installation of the Product;
- 4.3 any defect or deterioration of timber, including drying out after installation of product;
- 4.4 any weakening or collapse of the structure to which the Product is affixed occurring at any time after installation;
- 4.5 any damage to or deterioration in the condition of the Product occurring after delivery and before installation; or
- 4.6 any other circumstance or event arising as a direct or indirect consequence or failure to any person to follow installation, use or maintenance instructions as issued by B&D from time to time.

5. EVENTS OUTSIDE THE CONTROL OF THE MANUFACTURER

Product warranties do not cover defects or malfunction of a product due to events or acts beyond the control of the Manufacturer.

6. TRANSFER OF WARRANTIES

This warranty will only apply to the original purchaser only and may not be transferred.

7. MODEL MODIFICATIONS

Product warranties do not require the Manufacturer to incorporate any modifications made to existing or future models of the product in products sold under these warranties.

8. LABOUR & MATERIALS

Pursuant to Clause 1, product warranties cover either the cost of the faulty component (s) & the labour involved in replacing / repairing the faulty component(s), or the component (s) only. Product Warranties do not cover travel expenses where the product is installed outside the metropolitan area.

9. APPLICATION OF WARRANTIES

Where the Buyer is a consumer as defined in the Consumer Guarantees Act 1993 (CGA), the provisions of the CGA will apply notwithstanding any provision of these terms and conditions except where the Buyer is purchasing goods for the purpose of a business in which case the guarantees implied by the CGA will not apply. All claims for breach of any of the guarantees given by B&D pursuant to the CGA will be addressed in accordance with the CGA.

10. ALTERATION TO WARRANTY TERMS

No representative or agent of the Manufacturer has the authority to alter the terms or coverage of this warranty.

11. PROCEDURE FOR WARRANTY CLAIM

Locate receipt. Locate order number, product type & purchase date as contained in the Owner's Handbook or any other relevant reference numbers. Contact the place of purchase to explain the nature of problem & agree upon rectification process.

12. SERVICE AFTER PRODUCT WARRANTIES EXPIRE

After product warranties expire; owners can obtain service on a time & materials basis at nominated service charges. The Buyer should contact the appropriate accredited agent for service after product warranties expire;

Dominator agents on 0800 DOMINATOR or www.dominator.co.nz

13. TERMS

"Manufacturer" means B&D Doors (NZ) Ltd.

Purchased from: _____ Purchaser: _____

Address: _____

Installed by: _____ Installed on (date): _____

Invoice No: _____ Door No: _____