## ASSA ABLOY

# ASSA ABLOY WARRANTY Australian Consumer Law Guarantees

ASSA ABLOY GUARANTEED By purchasing an ASSA ABLOY Australia Pty Ltd ("ASSA ABLOY AU") ASSA ABLOY branded product, you can be confident that the product has been designed and manufactured to the high standards of quality and reliability for which ASSA ABLOY branded products are renowned.

AUSTRALIAN CONSUMER LAW GUARANTEES ASSA ABLOY AU guarantees all of its ASSA ABLOY branded products in accordance with the Australian Consumer Law.

- Warranty Subject to the limitations and exclusions set out in this document, ASSA ABLOY AU also warrants that each of
  its ASSA ABLOY branded products will be free of defects in material and workmanship (including mechanical parts) for a
  period of 10 years from the date of ourchase of the product with which this document is given ("Warranty").
- 2. Limitations Unless otherwise expressly provided for in writing, the Warranty in clause 1 above is limited or varied (as the case may be) as follows: (a) Electrical and Electronic Components ASSA ABLOY AU warrants that electrical and electronic components used in ASSA ABLOY AU's ASSA ABLOY Panded products (excluding keys, cylinders and batteries) will be free of defects in material and workmanship for a period of 5 years from the date of purchase. Batteries are not covered by the Warranty; (b) Cylinders and Keys ASSA ABLOY AU warrants that all mechanical and electromechanical cylinders and keys used in ASSA ABLOY branded products will be free of defects in material and workmanship for a period of 3 years (faults with both mechanical and electromechanical components) from the date of purchase; (c) Finish The Warranty does not apply to the finishes of ASSA ABLOY branded products nor to cosmetic or appearance damage; and (d) Stainless Steel Stainless Steel does not mean stain free but that the product stains less compared to ordinary carbon steel. Tea staining is a natural process that may happen to stainless steel products if not cleaned regularly and pursuant to ASSA ABLOY AU instructions. The Warranty therefore does not cover tea staining of Stainless Steel products.

#### 3. Claiming on the Warranty

- (a) If you purchased an ASSA ABLOY branded product from an authorised retailer or other reseller (as opposed to direct from ASSA ABLOY AU) and wish to claim on the Warranty to the authorised retailer or other reseller, you must, at your own expense: (i) return the product securely packed to protect against damage to the product; and (ii) provide details of: A. the claim on the Warranty; B. proof of original purchase; and C. your name, address, email address (if you have one) and telephone number; to the authorised retailer or other reseller from whom you originally purchased the product, within the applicable Warranty period referred to above.
- (b) If you purchased an ASSA ABLOY branded product direct from ASSA ABLOY AU or otherwise wish to claim on the Warranty direct to ASSA ABLOY AU, you must, at your own expense: (i) contact the ASSA ABLOY AU Customer Service Department at the contact details below to: A. provide ASSA ABLOY AU with details of the claim on the Warranty; B. organise to provide ASSA ABLOY AU with proof of original purchase; and C. obtain a Case Number; (ii) securely pack the product to protect against damage to the product; (iii) include a copy of the original proof of purchase in the packaging; (iv) clearly mark the Case Number on the outside of the packaging; and (v) return the product direct to ASSA ABLOY AU at the address below, within the applicable Warranty period referred to above.
- (c) Products returned direct to ASSA ABLOY AU without a Case Number may not be accepted by ASSA ABLOY AU.
- (d) The issue of a Case Number and acceptance of returned products by ASSA ABLOY AU's staff does not constitute acceptance by ASSA ABLOY AU of the claim on the Warranty.
- (e) ASSA ABLOY AU will assess (or authorise the retailer or other reseller from whom you originally purchased the product to assess) any claim you may make on the Warranty and if, in ASSA ABLOY AUs reasonable opinion, the Warranty applies, ASSA ABLOY AU at its own opinion and cost will (or will authorise the retailer or other reseller from whom you originally purchased the product to): (i) provide you with the same or (if the same product is no longer available) the closest similar ASSA ABLOY AUs ASSA ABLOY branded product; (ii) repair the product and return it to you; or (iii) refund the price you paid for the product. This is the only obligation of ASSA ABLOY AU under the Warranty. ASSA ABLOY AU will bear its own expenses of doing those things, and you must bear any other expenses of claiming on the Warranty.
- (f) If products are returned to ASSA ABLOY AU for which, in ASSA ABLOY AU's reasonable opinion, the Warranty does not apply, the products will be returned to you freight collect.

#### 4. Exclusions

The Warranty excludes and does not extend or apply to:

(a) Normal wear and tear - damage caused to the product as a result of normal wear and tear; (b) Misuse and abuse, or accident - damage caused to the product as a result of misuse or abuse or ASSA ABLOY branded products being used in a way or manner which is not within the scope and limitations of the technical or other specifications for the products published from time to time by ASSA ABLOY AU: (c) Improper maintenance or neglect – damage caused to the product as a result of improper maintenance or neglect or ASSA ABLOY branded products otherwise not being maintained in accordance with ASSA ABLOY AU's care and maintenance recommendations (care and maintenance recommendations can be found at www.assaablovopeningsolutions.com.au); (d) Improper batteries – ASSA ABLOY branded products with which batteries other than those specified by ASSA ABLOY AU have been used: (e) Unauthorised alteration, modification or repair – damage caused to the product as a result of alterations, modifications or repairs being made to the product by any person other than the authorised personnel of ASSA ABLOY AU; (f) Custom orders – ASSA ABLOY branded products which are made using components or specifications provided or requested by someone other than ASSA ABLOY AU; (g) Old goods – ASSA ABLOY branded products which were not new when purchased from ASSA ABLOY AU by the person attempting to claim under this Warranty: (h) Second-hand goods – ASSA ABLOY branded products which were purchased from anyone other than ASSA ABLOY AU or authorised resellers of ASSA ABLOY AU by the person attempting to claim under this Warranty; (i) Foreign goods - ASSA ABLOY branded products which were not originally sold in Australia by ASSA ABLOY AU or an authorised reseller of ASSA ABLOY AU; (j) Vandalised goods - ASSA ABLOY branded products which have had any of the brands, marks, patented plates, numbers or other information of ASSA ABLOY AU on the products defaced or removed (other than through reasonable wear and tear); (k) Substitute parts – ASSA ABLOY branded products which have been altered, modified, repaired or used with substitute or replacement parts or cylinders other than genuine ASSA ABLOY AU parts or cylinders; (1) Corrosive exposure – damage caused to the product as a result of it being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity; and (m) Removal, refitment or replacement – the removal, refitment or replacement of ASSA ABLOY AU's ASSA ABLOY branded products or associated charges.

### 5. Australian Consumer Law Requirements

The Australian Consumer Law also requires ASSA ABLOY to state in relation to the Warranty that:

 a. ASSA ABLOY AU gives the Warranty and the name, address, telephone number and email address of ASSA ABLOY AU are:

ASSA ABLOY Australia Pty Ltd.

235 Huntingdale Road, Oakleigh, Victoria 3166

ACN 086 451 907

1300warrantv@assaablov.com

Tel: 1300WARRANTY

- **b.** The Warranty is in addition to other rights and remedies you may have under a law in relation to the goods to which the Warranty relates.
- c. 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.





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