

(A) Statement of Warranty

Adjusta-Fit Doors & Screens Pty Ltd "**Seller**" manufacturers the AFD range of doors "Door/s" and warrants that each such door Door/s sold by the Seller to a "**Purchaser**" will be "**Suitable for Use**" in residential buildings as defined in Parts (B) below;

and if the Purchaser buys a Door/s directly from the Seller or from an authorised "**Reseller**", each Door will be covered by a limited "**Warranty**" subject to the Conditions, Qualifications & Limitations defined in Parts (B & C) below; provided the Purchaser provides satisfactory documentary evidence of the purchase and provided the respective Door was installed in a residential (non-commercial) building adjacent to an opening of the type referenced in the "**Foreword**" of AS5039-2008 "**Suitable Opening**" said Warranty being pursuant to Australian Consumer Law and being limited to the extent permitted by the CCA wherein the liability of the Seller to the Purchaser for a breach of a condition, including for a breach of the warranty will be limited to one or more of the following: (1) the replacement of the relevant Door/s or the resupply of equivalent Door/s; (2) the repair of the relevant Door/s; (3) the payment of the cost of replacing the Door/s; or (4) the payment of the cost of having the relevant Door/s repaired; and the Seller may in its absolute discretion determine which of the foregoing limits will apply in any case.

(B) Suitability

Each door within the AFD range complies with the industry standard, **Australian Standard AS5039-2008: Security Screen Doors and Security Grilles**; each such door being characterized by having a peripheral **Frame** and a **Lock** and **Screen** to allow passage of air some. Importantly, AS5039-2008 defines performance tests which must be met to claim compliance, these including: a) Impact Tests, b) Pull Tests, and c) Jemmy Tests "**Door Tests**". Importantly, the Foreword of AS5039-2008 in-effect and at least in-part defines: 1) the Purpose of Security Screen Doors, 2) the Performance requirements of Security Screen Doors, and 3) Suitable Openings against which a Security Screen Doors might be hung.

The Seller warrants that Doors typical of the AFD range "**Test Doors**" were subjected to the Door Tests and each exceeded the requirements of the Impact Tests, and each Door configured with a 3 point lock also met the requirements of the Pull and Jemmy Tests - "**Test Results**".

Further, the Seller asserts that the **Frame** of each Door is constructed from aluminium extruded in Australia and Frames and **Screen** are coated with market leading Dulux Powder and Seller further warrants that the Mesh provided by the Australian supplier: a) passed the Australian Standard's Knife Shear Test: AS5039, Cl 7.7, and b) passed the Corrosion Test demonstrating that the Mesh is substantially resistant to corrosion.

Each **Door** within the AFD range is subject of the granted Australian Patent 2016200512; it being quite novel and inventive Seller makes no other assertions/guarantees/implications in relation to the Suitability, Quality, Structure, Surface Integrity, or any other aspect/features of Doors sold. All other assertions, representations or undertaking, guarantees and implications in relation to the Suitability of, or Construction of, or any other aspect/feature of Doors by anyone at any time (including those elsewhere appearing on the Adjusta-Fit website) are to be regarded as null and void.

(C) Conditions, Qualifications, Limitations and Exceptions

1. These Warranties will not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any Door or services pursuant to the Conditions of all or any of the provisions of the Competition and Consumer Act 2010 (Cth) (CCA) or by any other statute Act of any state or territory of the Commonwealth of Australia which by law cannot be excluded, restricted or modified.
2. In no event whatsoever will the Seller be responsible for any loss, damage, cost, charge or expense suffered, incurred or sustained by the Purchaser or Reseller whether consequential or otherwise of whatsoever nature and kind and howsoever

arising including through the negligence of the Purchaser, Seller, Reseller or their agents or servants.

3. To the maximum extent permitted by law and subject to the following provisions of this Clause 15, the Seller shall not be under any liability, whether in contract, tort or otherwise, for any injury, damage or loss whatsoever arising in any way in connection with the supply or use of the respective Door or from any services provided, including (without limitation) direct, indirect, special or consequential loss or damage of any kind arising from claims by the Purchaser, third parties or otherwise.
4. Claims will not be recognised nor have any legal standing for Goods:
 1. that have not been paid for in full, or
 2. that were not supplied in their original Packaging, or
 3. the subject of normal wear and tear (including fading) or
 4. that have been damaged by the Purchaser or Reseller or their agents, including by:
 - accident, or misuse or neglect, or abuse; including by failing to clean a respective Door in accordance with the Care and Maintenance instructions in Part (E) below and/or failing to maintain a cleaning log, or
 - by incorrectly installing the respective Door in a manner different from that described in the Installation Manual.
5. Claims will not be recognised nor have any legal standing for each respective Door that:
 1. have been disassembled and/or altered in any way including the installation of non-original parts; or
 2. have had their serial number and/or Adjusta-Fit logo stickers removed; or
 3. caused to not observe Product safety instructions; or
 4. have deteriorated of the surface due to atmospheric conditions; or
 5. having defects caused by an Act of God; accident or fire.
6. Each of the terms contained in this Warranty (including in the Conditions of Part C) which exclude liability on the part of the Seller will be a separate and divisible term, and if any such term becomes unenforceable for any reason whatever, that term is severable from and will not affect the validity of the other terms.
7. Whether stated or implied anywhere, in this or any other context, Suitability in relation to Doors shall mean and be limited to that defined directly or indirectly or as described explicitly or by inference in Part (B).
8. Warranty period is different for respective components and are as shown below:
 1. Locks, handles, door closers, hinges etc. are not included in this warranty and are subject to warranties offered or not by the relevant manufacturers.
 2. Alu-gard Mesh is not included in this warranty and is subject to warranty offered or not by the Australian distributor.
 3. Structural integrity is warranted by the Seller for 10 years from the date of installation.
9. Where terms have been described differently elsewhere, (i.e. other than in the Warranty), the definitions in the Warranty shall take precedence.

(D) Definitions

Suitability: refer to Part (B)

Goods: means **Products** means **Doors** manufactured and sold by the Seller and acquired by the Purchaser directly or acquired indirectly from a Reseller who is authorised by the Seller to deal in the Doors but excludes all Goods and Door components acquired from anyone else.

Seller (or seller): includes the Manufacturer being Adjusta-Fit Doors & Screens Pty Ltd

Product: means Doors.

Performance: Doors in usage may not eliminate occurrences of events which the Purchaser intended the Doors to avert; such events embracing but not limited to burglaries, robbery and personal injury. The Seller makes no warranty or guarantee, including without limitation, any implied warranty the Doors acquired will avert such incidents or their consequences.

Packaging or Original Packaging or packaging means the packaging in which the Door is enveloped as applied by the Seller.

Reseller (or Authorised Reseller): is someone who has received instruction from the Seller, is able to demonstrate the Door, able to fit doors and explain to others how to do so. Each authorised Reseller will be issued with a certificate which is valid for 2 years and subject to renewal.

Specification: means the attributes that define a respective Door that may include details of components including dimensions, hardness, colour, etc. and tolerances associated with attributes. The attributes of Door acquired by the Purchaser may differ from those of the Specification and in representations including literature on the www.adjustafit.com.au by dint of manufacturing variation which shall at all times be reasonable. More specifically, the Seller accepts no liability for warp of a door that does not exceed 5mm; this being the minimum considered to be a defect under the Australian Standards.

PPSA: means the Personal Properties Securities Act 2009 (Cth) as amended from time to time.

(E) Maintenance and Cleanings

To ensure the longevity powder-coated surfaces should be washed at least every month, to remove the natural accumulation of dirt and grime. In areas where airborne salt deposits and atmospheric pollution is high, maintenance should be more frequent. In order to prolong the life, and to maintain your rights under this warranty, you should follow the care and maintenance advice set out below:

1. Wash the door well with mains water & mild detergent and a soft sponge to remove any dust, salt or any other deposits.
2. Rinse well with mains water to remove any detergent residue. (Only use mains water as bore or tank water is unacceptable and may lead to corrosion and care should be taken to avoid putting water in the lock).
3. Importantly, keep a log showing the dates of cleaning, the detergent used and any findings of corrosion.