

WARRANTY

(A) STATEMENT OF WARRANTY

Seller warrants that Products manufactured and sold by the Seller will be free from defects and if purchased directly from the Seller or from an authorised Reseller, will be covered by a limited warranty subject to the Conditions, Qualifications & Limitations defined in Part C below provided the Purchaser can provide satisfactory documentary evidence of the purchase and the Product/s were installed in residential (non-commercial) sites.

The Warranty pursuant to Australian Consumer Law is limited to the extent permitted by the CCA wherein the liability of the Seller to the Purchaser for a breach of a condition or warranty implied by a provision of the CCA will be limited to one or more of the following: (1) the replacement of the relevant Goods or the resupply of equivalent Goods; (2) the repair of the relevant Goods; (3) the payment of the cost of replacing the relevant Goods; or (4) the payment of the cost of having the relevant Goods repaired; and the Seller may in its absolute discretion determine which of the foregoing limits will apply in any case.

(B) FITNESS-FOR-PURPOSE

Doors manufactured and sold by Adjusta-Fit Doors and Screens Pty Ltd have been designed having regard to the Australian Standard AS5039-2008 and in particular to the Foreword which in effect defines in-part, the Purpose of Security and Barrier Doors and which also in effect defines in-part, Fitness-for-Purpose.

The Doors are the result of many years of development; they are quite revolutionary and are the subject of granted Australian Patent 2016200512.

Test doors 850MM x 2050 MM (substantially identical to those sold) have been tested on Laboratory Equipment defined in the Australian Standard's Jemmy Test AS5039 Cl.7.3 and in the Australian Standard's Impact Test AS5039 Cl.7.2 and proved 1) able to resist jemmying of the lock and hinges, and 2) well able to resist the impacts designated by the Standard.

Doors are constructed from powder coated Australian Aluminium using Dulux powder and perforated Aluminium Mesh that the supplier has subjected to a) Australian Standard's Knife Shear Test: AS5039, Cl 7.7, and b) Corrosion Testing verifying the mesh is substantially resistant to corrosion and well able to resist a knife attack.

Seller makes no other assertions/guarantees in relation to fitness-for-purpose, be it in relation to strength, durability or any other aspect and all other assertions, representations or undertaking in relation to such by anyone at any time are to be regarded as null and void.

(C) CONDITIONS, QUALIFICATIONS LIMITATIONS & 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 Goods 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.

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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 Goods 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:
 - (a) that have not been paid for in full, or
 - (b) that were not supplied in their original Packaging, or
 - (c) the subject of normal wear and tear (including fading) or
 - (d) 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 the Product/s 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 Product/s in a manner different from that described in the Installation Manual
5. Claims will not be recognised nor have any legal standing for Goods that:
 - (a) have been disassembled and/or altered in any way including the installation of non-original parts; or
 - (b) have had their serial number or Adjusta-Fit logo stickers removed; or
 - (c) caused to not observe Product safety instructions; or
 - (d) have deteriorated of the surface due to atmospheric conditions; or
 - (e) 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, "Fitness-for-Purpose" in relation to the Product/s of the Seller 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:
 - locks, handles, door closers, hinges etc. are not included in this warranty and are subject to warranties offered or not by the relevant manufacturers.
 - Alu-gard mesh is not included in this warranty and is subject to warranty offered or not by the Australian distributor.
 - 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.

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(D) DEFINITIONS

Fitness-For-Purpose: refer to Part B

Goods: means any one or more of the Products 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 Products but excluding all Goods acquires from anyone else.

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

Product: includes Doors including doors including locks and door closers, wherein Doors (or doors) includes Screen Doors, Barrier and Security Doors each of which includes an infill that in some forms includes perforated aluminium mesh.

Performance: Goods in usage may not eliminate occurrences of events which the Purchaser intended the Goods 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 Goods acquired will avert such incidents or their consequences.

Packaging or Original Packaging or packaging means the packaging in which the Product 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 Product, 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 Product that may include details of components including dimensions, hardness, colour, etc. and tolerances associated with attributes. The attributes of Products 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 CLEANING

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.

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