# ASSA ABLOY

## ASSA ABLOY WARRANTY

## Australian Consumer Law Guarantees

## AUSTRALIAN CONSUMER LAW GUARANTEES ASSA ABLOY Australia Pty Limited ACN 086 451 907 ("ASSA ABLOY AU") guarantees all of its ASSA ABLOY branded products in accordance with the Australian Consumer Law.

- 1. Warranty 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 date of purchase of the product with which this document is given, subject to the limitations and exclusions set out below ("Warranty").
- 2. Limitations Unless otherwise expressly provided for in writing and subject to the exclusions set out in this Warranty: a. Electrical and Electronic Components Electrical and electronic components used in ASSA ABLOY AU's ASSA ABLOY branded products (excluding keys, cylinders and batteries) are warranted and 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 All mechanical and electromechanical cylinders and keys sold under ASSA ABLOY brand are warranted and 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. d. Stainless Steel Stainless Steel is not stain free but 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) i. If you purchased an ASSA ABLOY branded product from a retailer or other reseller (as opposed to direct from ASSA ABLOY AU) and wish to claim on the Warranty to the retailer or other reseller, you must, at your own expense:
  - a. return the product securely packed to protect against damage to the product; and b. provide details of: (1) the claim on the Warranty; (11) proof of original purchase; and (111) your name, address, email address (if you have one) and telephone number; to the retailer or other reseller from whom you originally purchased the product, within the respective warranty period referred to above.
  - ii (A) 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) first 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 then return the product direct to ASSA ABLOY AU at the address below, within the respective warranty period referred to above.
    - (B) Products returned direct to ASSA ABLOY AU without a Case Number may not be accepted by ASSA ABLOY AU.
    - (C) 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.
- (b) ASSA ABLOY AU will (or authorise the retailer or other reseller from whom you originally purchased the product to) assess any daim you may make on the Warranty and if, in ASSA ABLOY AU's reasonable opinion, the Warranty applies, ASSA ABLOY AU will at its own opinion and cost (or 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 AU's 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.
- (c) 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 does not apply to: a. ASSA ABLOY AU's ASSA ABLOY branded products which have been improperly installed or fitted or for which the ASSA ABLOY AU's installation and fitting instructions have not been followed; b. ASSA ABLOY AU's ASSA ABLOY branded products which have not been properly maintained in accordance with ASSA ABLOY AU's care and maintenance recommendations: (ASSA ABLOY AU's care and maintenance recommendations can be found at www.assaablovopeningsolutions.com.au): c. ASSA ABLOY AU's ASSA ABLOY branded products with which batteries other than those specified by ASSA ABLOY AU have been used: d. ASSA ABLOY AU'S ASSA ABLOY branded products which have been used in a way or manner not within the scope and limitations of the technical and other specifications for the products published from time to time by ASSA ABLOY AU; e. ASSA ABLOY AU's ASSA ABLOY branded products which are made using components or specifications provided or requested by someone other than ASSA ABLOY AU: f. Fair wear and tear: g. ASSA ABLOY AU's ASSA ABLOY branded products which have been modifed or repaired without the written authorisation of ASSA ABLOY AU; h. ASSA ABLOY AU's ASSA ABLOY branded products with which substitute or replacement parts or cylinders, other than genuine ASSA ABLOY AU parts or cylinders, have been used: i. ASSA ABLOY AU's ASSA ABLOY branded products which have been subject to accident, abuse, misuse, neglect or damage: i. Defects or deterioration caused to ASSA ABLOY AU's ASSA ABLOY branded products from being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity; k. ASSA ABLOY AU's ASSA ABLOY branded products which are not new when purchased by the original purchaser: I. Anyone other than original purchasers of new ASSA ABLOY AU'S ASSA ABLOY branded products: m. ASSA ABLOY AU'S ASSA ABLOY branded products which are sold by ASSA ABLOY AU or a retailer of other reseller of ASSA ABLOY AU as "B" class or seconds; n. ASSA ABLOY AU's ASSA ABLOY branded products which were not originally sold in Australia by ASSA ABLOY AU: o. ASSA ABLOY AU's 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: p. The removal, refitment or replacement of ASSA ABLOY AU's ASSA ABLOY branded products or associated charges; or a. Personal injury, property damage, consequential or economic loss, however caused.

#### 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 Limited., 235 Huntingdale Road, Oakleigh, Victoria 3166, ACN 086 451 907 1300warranty@assaabloy.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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