26. Warranty

This Warranty is given by B&D Doors a division of B&D Australia Pty Ltd (ABN 25 010 473 971), 34-36 Marigold St, Revesby 2212, 13 62 63, enquires@bnd.com.au.

PLEASE NOTE:

- This Warranty is in addition to any statutory, non-excludable guarantees or warranty rights and remedies under the law. See section 5 below.
- This warranty applies to the original purchaser only and may not be transferred.
- This Warranty is to be read in conjunction with the owner's copy of the installation instruction manual.
- In this warranty, 'B&D Representative' means an entity authorized by B&D to service B&D products. Please check the B&D website for details.

It is a condition of the below warranties that the manual operating (opening and closing) force of the door by hand does not exceed 20kg.		
MODEL	WARRANTY	DOOR (MAX)
SECTIONAL		
CAD Advance	7 yrs / 20,000 cycles	200kg
CAD S	7 yrs / 20,000 cycles	175kg
Panel Pro	5 yrs / 10,000 cycles	110kg
ROLLING		
CAD PowerDrive	7 yrs / 20,000 cycles	110kg
Roll-A-Pro	5 yrs / 10,000 cycles	110kg
EXTRAS		
TRACK ASSEMBLY (includes all parts)	1 year	
TRANSMITTERS & ACCESSORIES	1 year	

NOTE: CONSUMABLES (eg Batteries in remote control transmitters and light bulbs and fuses) are not covered by this warranty

1. MAKING A CLAIM

- a) The product parts in the above table should operate in accordance with the product manual for the time period shown, provided you comply with the manufacturer's instructions concerning installation, operation, maintenance and testing. Failure to do so may void all or part of this warranty.
- b) If, during the relevant warranty period, a product part in the table above appears to contain a defect, call the retailer from whom you purchased the product, or B&D on 13 62 63, and they will instruct you what to do next.
- c) You are responsible for the cost of making a claim under this Warranty. Additional access expenses where the Product is not readily accessible must be borne by you.
- d) If B&D or B&D's Representative confirms the product is defective and covered by this Warranty, B&D will repair or replace it (at B&D's sole option) at no cost to you. Goods presented for repair may be replaced or repaired by refurbished goods or parts of the same type.

2. WARRANTY CONDITIONS

It is a condition of this warranty that:

- a) you provide a copy of the receipt of original purchase of the product, and the serial number of the Product which can be found on the label adhered to the Product.
- b) the Product has been serviced by B&D or a B&D Representative, within 12 months of installation (to allow for the door to settle) and at regular intervals not exceeding 2 years.

3. WARRANTY EXCLUSIONS

- This warranty excludes defects or improper operation resulting from:
- a) excessive wear and tear that may cause the product to fail;
- b) accidental, deliberate or negligent damage or damage cause by insects, dirt, plants or other objects;
- c) blown fuses, electrical surges, power surges or power spikes or faulty or unsuitable electrical wiring of structures to which the product is affixed;
- d) theft, fire, flood, rain, water, lightning, storms or any other acts of God;
- e) salt or other corrosion due to environmental conditions,
 f) any installation, configuration or use of the product contrary to the instructions supplied with the product;
- g) maximum continuous operating time exceeding 1 minute in10 minutes;
- h) the manual operating (opening and closing) force of the door by hand exceeding 20kg;
- i) weight exceeding amounts listed in table above;
- j) the door used with the product not being in safe working order and condition;
 k) any modification to the product or acts of any person in respect of the
- product which are not authorized by B&D;
 installation of a residential garage door opener in a commercial or industrial premises or in a dwelling other than a single-family dwelling; or
- m) radio or electrical interference or lack of availability of signal.

4. OTHER CONDITIONS

- a) This Warranty is not transferable.
- b) The warranty period stated in the table will not be extended for Products or parts repaired or replaced during the relevant warranty period.
- c) Where the Product is sold by any person other than B&D, except for the warranty set out above, such person has no authority from B&D to give any warranty or guarantee on B&D's behalf in addition to the warranty set out above.

5. STATUTORY GUARANTEES OR WARRANTIES IN AUSTRALIA

If you are a consumer under the Australian Consumer Law, 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. This warranty certificate and other statements contained in this document

or other B&D documents given to you do not exclude, restrict or modify the application of all or any of the provisions of the Australian Consumer Law.

Subject to your non-excludable rights under the Australian Consumer Law, B&D expressly excludes any liability for consequential loss, incidental or indirect damages (including but not limited to damages for loss of business profits, business interruption and loss of business information) due to a defect of the Product. In particular, any loss or damage caused to other equipment or accessories used with the product or any loss resulting from a delay in repair is excluded to the extent permitted by law.

