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## WARRANTY STATEMENT – DORMA PRODUCTS

*In New Zealand, our goods come with guarantees that cannot be excluded under New Zealand consumer law (NZ Consumer Law), including applicable provisions under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, and the Contract and Commercial Law Act 2017.*

dormakaba New Zealand Limited (NZCN 439555) trading as dormakaba of Building P, 61-69 Patiki Road, Avondale, Auckland 1026, New Zealand (**dormakaba**) provides the following warranty in relation to its DORMA, KABA and dormakaba branded products (**Products**)

The benefits of this warranty are in addition to any rights and remedies imposed by NZ Consumer Law that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting, or modifying any legislation applicable to the supply of goods and services which cannot be excluded, restricted, or modified.

### WARRANTY

1. dormakaba warrants that, subject to the exclusions and limitations below, that all Products will be free from defects in:
  - a. the materials and workmanship of the Product - 2 years from the date of delivery;
  - b. labour and workmanship - 1 year from the date of supply;
  - c. DORMA automatic door operator will, upon delivery or installation and commissioning by or on behalf of dormakaba, as the case may be, be free from defects in material or workmanship for a period of 12 months labour and 2 years parts, from the date of invoice (original invoice if more than one issued). An extended parts warranty to 5 years can be offered with a service contract/agreement in place after the first 12 months. The DORMA EL301 & AL401 operator shall be covered by a 10 year warranty on the motor, gearbox and lock when serviced in accordance with AS5007; and
  - d. Dorma Glass 2 years from the date of purchase.
2. If a defect covered by warranty appears before the end of the warranty period, then dormakaba will, in its sole discretion, either:
  - a. replace or repair the Product or the defective part of the Product free of charge; or
  - b. refund the price of the Product; or
  - c. re-supply the defective labour and workmanship; or
  - d. refund the price of the labour and workmanship.
3. dormakaba reserves the right to replace defective parts of the Product with parts and components of similar quality, grade and composition where an identical part or component is not available.
4. All Products replaced under this warranty become the property of dormakaba.
5. Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Products.

### WARRANTY CLAIMS

6. If a defect covered by the warranty occurs, the purchaser must first contact their point of sale or dormakaba at the address listed above, at the earliest stage that the defect becomes obvious to enable prompt action and to avoid further damage, and must be made no later than 1 month from the defect becoming obvious.
7. Any warranty claim must be accompanied by proof of purchase and full details of the alleged defect and appropriate documentation which stipulates the date of delivery/installation, invoice number, the purchaser's name and address and any maintenance records.
8. The purchaser must make the Product or workmanship available to dormakaba for inspection and testing. If dormakaba finds no fault, then the purchaser must pay dormakaba's usual costs of service work, inspection and testing. Warranty work will be conducted by dormakaba during normal working hours (8.00am to 5.00pm Monday to Friday).

### EXCLUSIONS

9. The purchaser acknowledges that the Products are not indestructible, and that some care in installation and maintenance is necessary. This warranty will not apply to:
  - a. any damage or defects caused by misuse or failure to adhere to the manufacturer's selection and installation specifications, instructions or recommendations;
  - b. any damage or defects caused by fair wear and tear (including, without limitation, scratches or discolouration);
  - c. any damage or defects arising due to the installation of the Products where the Products were not installed by dormakaba or its agents;
  - d. any damage or defects caused to the structures the Products are installed in, where the Products were not installed by dormakaba or its agents;
  - e. damage caused by circumstances beyond dormakaba's control (including, without limitation faulty power supply, electrical spikes or surges, lightning, storm, extreme heat or fire);
  - f. any damage or defects within acceptable industry variances;
  - g. Products that have been used other than for the purpose for which they were designed;
  - h. damage caused by exposure to abnormal conditions, including but not limited to environment, temperature, water, fire, humidity, pressure, stress or similar;
  - i. defects that arise due to abuse, misuse or neglect;
  - j. Products that have been modified, built on or (except as undertaken or approved by dormakaba) repaired;
  - k. Products that have not been maintained as recommended by dormakaba;
  - l. maintenance items (which are the responsibility of the purchaser);
  - m. Products installed, maintained or operated other than in accordance with dormakaba's instructions;
  - n. overhaul, replacement or repair works undertaken prior to approval from dormakaba of any warranty claim; and
  - o. any indirect or incidental damage.
10. Some of the materials and components used in the manufacture of the Product are not manufactured by dormakaba and are not covered by this warranty (**supplied components**). Instead, they are separately warranted by their individual manufacturer's warranty. dormakaba will use its best reasonable endeavours to pass on to the purchaser the benefit of any third party manufacturers' warranties. The length of warranty periods provided for the supplied components and their terms may vary depending on the item.

### LIMITATIONS

11. dormakaba makes no express warranties or representations other than set out in this warranty.
12. dormakaba reserves the right to alter product specifications and introduce improvements at any time.
13. If a Product was acquired for the purpose of resupply, this warranty will not apply to that Product except as expressly agreed in writing by dormakaba.
14. If a clause in this warranty is illegal, unenforceable, or invalid, that clause is to be read with such amendments necessary to remedy that, provided that if that cannot be remedied, that clause will be treated as removed from this warranty but the rest of this warranty will be unaffected.