

# dormakaba New Zealand Limited NZCN: 439555

Head Office: Building P, 61-69 Patiki Road, Avondale, Auckland 1026, New Zealand

Postal Address: PO Box 71025, Rosebank Post Office, Auckland 1348

PH: 0800 436 762

EMAIL: [info.nz@dormakaba.com](mailto:info.nz@dormakaba.com)

## WARRANTY STATEMENT – dormakaba 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. Unless otherwise set out in the table below, dormakaba product has a mechanical 10 year warranty.

Products	Warranty & Term
Hinges	2 years
Electric Strikes	5 years
Electric Locks	Electronic components - 1 year
Digital Door Locks	Electronic components - 1 year
Batteries for Electric Mortice Locks and Digital Door Locks	No warranty
Safe Locks	2 years
Entrance Control Access systems	2 years
Interior Glass Systems	Mechanical products - 2 year
Push Button Locks	2 years from the date of manufacture
Automatic Operators	2 years
Labour on Automatic Operators	1 year from installation/ commissioning by dormakaba technician or authorised representative
EL301 & AL401 Automatic operator	10 years on the Motor and Gearbox when serviced according to AS5007
Finishes	Powder Coated Finishes – 1 year except for leading edges which have no warranty Electroplated Finishes – 1 year Plated Finishes (black chrome, satin chrome, polished chrome, oiled nickel, bronze and polished bronze) – No warranty provided to these soft finishes as deterioration is anticipated under some climatic conditions

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.
6. For discontinued or unavailable Products, dormakaba may replace the goods with equivalent current or available goods.
7. The warranty period commences from date of purchase.
8. For installed goods, dormakaba requires adequate access to assess the goods, fittings and fixtures to assess any warranty claim, and to undertake any warranty repairs. dormakaba will not be responsible for any consequential damage or costs where adequate access to goods, fittings or fixtures is not provided.

### WARRANTY CLAIMS

9. 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.
10. The expense of claiming on the warranty will be borne by the purchaser claiming on the warranty.
11. 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.

12. 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**

13. 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 or maintenance instructions;
  - b. any damage or defects caused by fair wear and tear;
  - 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;
  - 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.
    - i. temperature, water, fire, humidity, pressure, stress or similar;
    - j. defects that arise due to abuse, misuse or neglect;
  - k. Products that have been modified, built on or repaired;
  - l. Products that have not been maintained as recommended by dormakaba including failure to comply with care, cleaning & maintenance instructions applying to the Product as may be amended from time to time on the website)
  - m. maintenance items (which are the responsibility of the purchaser);
  - n. Products installed, maintained or operated other than in accordance with dormakaba's instructions; and
  - o. overhaul, replacement or repair works undertaken prior to approval from dormakaba of any warranty claim.

#### **LIMITATIONS**

- 14. dormakaba makes no express warranties or representations other than set out in this warranty.
- 15. dormakaba reserves the right to alter product specifications and introduce improvements at any time.