

WHITCO WARRANTY / AUSTRALIAN CONSUMER LAW GUARANTEES

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

1. **Warranty** - ASSA ABLOY also warrants that each of its WHITCO branded products with which this document is given will be free of defects in material and workmanship including mechanical parts) for a period of 10 years from the date of purchase of the product, 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. **Pneumatic Door Closers** - All window screen and door screen pneumatic closers are warranted will be free of defects in material and workmanship for a period of 12 months from the date of purchase. b. **Keys** - Keys used in ASSA ABLOY's WHITCO branded products are warranted will be free of defects in material and workmanship for a period of 12 months from the date of purchase. c. **Finish** - The Warranty does not apply to the finishes of WHITCO 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 instructions. The Warranty therefore does not cover tea staining of Stainless Steel products.

3. Claiming on the Warranty

- (a) i. If you purchased a WHITCO branded product from a retailer or other reseller (as opposed to direct from ASSA ABLOY) and wish to claim on the Warranty to the retailer or other reseller, you must, at your own expense:
- return the product securely packed to protect against damage to the product; and
 - provide details of: i. the claim on the Warranty; ii. proof of original purchase; and iii. 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 a WHITCO branded product direct from ASSA ABLOY or otherwise wish to claim on the Warranty direct to ASSA ABLOY, you must, at your own expense: i. first contact the ASSA ABLOY Customer Service Department at the contact details below to:
- provide ASSA ABLOY with details of the claim on the Warranty;
 - organise to provide ASSA ABLOY with proof of original purchase; and
 - 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 at the address below, within the respective warranty period referred to above.
- (B) Products returned direct to ASSA ABLOY without a Case Number may not be accepted by ASSA ABLOY.
(C) The issue of a Case Number and acceptance of returned products by ASSA ABLOY's staff does not constitute acceptance by ASSA ABLOY of the claim on the Warranty.

(b) ASSA ABLOY will (or authorise the retailer or other reseller from whom you originally purchased the product to) assess any claim you may make on the Warranty and if, in ASSA ABLOY's reasonable opinion, the Warranty applies, ASSA ABLOY will at its own option 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 WHITCO 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 under the Warranty ASSA ABLOY 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 for which, in ASSA ABLOY'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's WHITCO branded products which have been improperly installed or fitted or for which the ASSA ABLOY's installation and fitting instructions have not been followed; b. ASSA ABLOY's WHITCO branded products which have not been properly maintained in accordance with ASSA ABLOY's care and maintenance recommendations (ASSA ABLOY's care and maintenance recommendations can be found at www.whitco.com.au); c. ASSA ABLOY's WHITCO 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; d. ASSA ABLOY's WHITCO branded products which are made using components or specifications provided or requested by someone other than ASSA ABLOY; e. fair wear and tear; f. ASSA ABLOY's WHITCO branded products which have been modified or repaired without the written authorisation of ASSA ABLOY; g. ASSA ABLOY's WHITCO branded products with which substitute or replacement parts or cylinders, other than genuine ASSA ABLOY parts or cylinders, have been used; h. ASSA ABLOY's WHITCO branded products which have been subject to accident, abuse, misuse, neglect or damage; i. defects or deterioration caused to ASSA ABLOY's WHITCO branded products from being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity; j. ASSA ABLOY's WHITCO branded products which are not new when purchased by the original purchaser; k. anyone other than original purchasers of new ASSA ABLOY's WHITCO branded products; l. ASSA ABLOY's WHITCO branded products which are sold by ASSA ABLOY or a retailer of other reseller of ASSA ABLOY as "B" class or seconds; m. ASSA ABLOY's WHITCO branded products which were not originally sold in Australia by ASSA ABLOY; n. ASSA ABLOY's WHITCO branded products which have had any of the brands, marks, patented plates, numbers or other information of ASSA ABLOY on the products defaced or removed; o. the removal, refitment or replacement of ASSA ABLOY's WHITCO branded products or associated charges; or p. personal injury, property damage, direct, indirect, special or consequential loss or damage, howsoever 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 gives the Warranty and the name, address, telephone number and email address of ASSA ABLOY are:

ASSA ABLOY Australia Pty. Ltd.
ACN 086 451 907
235 Huntingdale Road, Oakleigh, Victoria 3166
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.