

## 11. Voluntary Warranties

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11.1. In addition to any statutory provisions that may exist under the Australian Consumer Law, the Seller offers the following Voluntary Warranties for the Goods it supplies:

- a. **Gate Openers and Solar Panels: 12 months** from the date of purchase;
- b. **Remote Control Units: 3 months** from the date of purchase;
- c. **Other Parts, Gate Hardware and Accessories:** in accordance with third party manufacturer or supplier warranty.

11.2. To remove doubt, the following items are not covered by warranty:

- a. Batteries or fuses;
- b. products in the transmitter receiver range; and
- c. any other consumables.

### Manufacturer Warranties

11.3. In addition to any statutory provisions that may exist under the Australian Consumer Law, the Seller warrants that its manufactured product is free from manufacturing defects for a period of **10 years** from the date of purchase.

### Limitations and Exclusions

11.4. This Voluntary Warranty covers the replacement or repair of any product that has a manufacturing or material defect that is not the result of:

- a. normal wear and tear, accident, acts of God;
- b. a natural characteristic of the material used;
- c. a breach of clause 7 by the Buyer (e.g. failure to maintain the Goods as recommended or using Goods in a way that is inconsistent with any Installation Requirements or Specifications);
- d. power supply blackout or surge;
- e. the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- f. modification or adjustments by unauthorised persons

11.5. The Voluntary Warranties shall not cover any defect or damage which may be caused or partly caused through:

- a. scratching or abrasions or chipping or any other damage or deterioration caused by impact, accident or misuse;
- b. excessive condensation and or foreign matter i.e. dust, environmental matter animal excrement;
- c. corrosion to perforation, paint flaking or peeling, wholly or partly due to an event or cause beyond the Seller's reasonable control;
- d. mechanical, chemical or other damage sustained during transport, handling, storage, erection or installation or after erection or installation;

- e. chemical agents (including sunscreen), fumes, liquids or solids other than direct rain falling onto the Goods;
- f. contact with soil, ash, fertiliser, moisture retaining substances, lead or copper or other metals, chemical agents, liquid from copper flashings or copper pipes, green or wet timber or treated timber;
- g. damage caused by inadequate drainage;
- h. the Goods are buried in concrete;
- i. the Goods are splashed or washed with pool water, bore water or salt water;
- j. installation near severe industrial or unusually corrosive environments at any time following installation;
- k. accidental or intentional damage by any person or animal;
- l. in the case of any painted Goods, normal weathering including loss of gloss and colour, aesthetic surface corrosion including paint blistering, white corrosion or red rust; or
- m. any repairs undertaken without the Seller's consent.

11.6. This Voluntary Warranty:

- a. Is not transferable;
- b. does not cover products used for commercial purposes;
- c. can only be exercised through the Buyer making a voluntary warranty claim; and
- d. does not include labour or delivery costs, injury to persons, damage to property, loss of income, profit or business or any other indirect loss resulting from the Goods being defective.

11.7. A Voluntary Warranty claim can only be made during the relevant warranty period (time being of the essence) by:

- a. the Buyer contacting the Seller to register their claim;
- b. the Buyer supplying the Seller with proof of purchase; and
- c. the Buyer making the Goods readily available to the Seller for the purpose of determining whether the Voluntary Warranty claim is valid.

11.8. If the Voluntary Warranty claim is a valid claim, Goods presented may be:

- a. replaced by new or refurbished products of the same or similar type; or
- b. repaired.

11.9. Any Goods that are the subject of a Voluntary Warranty claim will be at the Buyer's risk unless they are transported by the Seller or the Seller's authorised representatives.

11.10. The Seller may seek reimbursement of any costs incurred by them when the Goods are found to be in good working order.