

FAAC Standard Warranty Terms

This warranty applies to the purchase of products sold or distributed by FAAC Australia Pty Ltd ('FAAC Australia'). Subject to the Consumer Guarantees set out below, it is the only warranty given by FAAC Australia in respect of the Products.

FAAC Manufactured Products

For products manufactured by FAAC Australia or its related-entities ('Products'), FAAC Australia will, subject to the below exclusions, warrant the replacement of defective components other than batteries and globes ('Components') for a period of (2) years from installation.

The above warranty shall only apply to Products or Components brought for assessment to a FAAC Australia branch, or to the authorised reseller where the Product was purchased.

This above warranty shall be voided and FAAC Australia will be relieved of all obligations, responsibilities and liabilities (direct or consequential) in respect of a Product defect, where FAAC considers (acting reasonably) that the Product defect is the result of:

- (a) the Product being fitted to any door, gate or other closing device not identified in the Product instruction manual as of a suitable type or condition for installation of that Product;
- (b) insufficient or improper maintenance of the Product, or maintenance other than in accordance with the Product instruction manual or by an installer authorised by FAAC Australia ('Authorised Installer');
- (c) product misuse, or use other than in accordance with the Product instruction manual;
- (d) faulty electrical wiring or structures to which the Product is affixed;
- (e) radio or other electronic interference; and
- (f) electrical surges, insects, water damage, vandalism and incorrect usage including effects from rust and corrosion or other forces outside of the control of FAAC Australia.

Third Party Products

For products not manufactured by the FAAC Australia or its related entities, you accept the warrantee or guarantee of the third-party manufacturer as the only warrantee guarantee given to or for those products. We agree to assign to you on request the benefit of any warranty or entitlement to those products that the manufacturer has granted to us, whether under contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

Consumer law

If you are a consumer within the meaning of the Australian Consumer Law, the following applies to products sold or distributed by FAAC Australia:

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 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.

Our liability for any breach of a guarantee, condition or warranty imposed under Part 3-2 Division 1 of the Australian Consumer Law shall be limited to:

- (a) replacement of the Product or the supply of equivalent goods;
- (b) repair of the Product
- (c) payment of the cost of replacing the Product or acquiring equivalent goods; or
- (d) payment of the cost of having the Product repaired.

Our liability under section 274 of the Australian Consumer Law is expressly limited to a liability to pay you an amount equal to the lowest of:

- (a) the cost of replacing the Product;
- (b) (b) the cost of obtaining equivalent goods; or
- the cost of having the Product repaired.