

### **New Zealand Warranty and Exclusion of Liability**

1. This warranty is in addition to any non-excludable conditions or warranties that are implied into the contract for the supply of this garage door opener by relevant statute, including the Consumer Guarantees Act 1993.
2. Subject to all of the matters set out below, B&D Doors (NZ) Ltd ("B&D") warrants:
  - (a) **GDO-7** and **GDO-11** model door opener drive units for twenty four (24) months or 5,000 cycles, whichever occurs first; and
  - (b) **GDO-6** and **GDO-9** model door opener drive units for sixty (60) months or 10,000 cycles, whichever occurs first; and
  - (c) All components and accessories for twelve (12) months, from the date of purchase (specified in the sales docket receipt) as free of any defects in material and workmanship.
3. This warranty applies only where the purchaser:
  - (a) Immediately notifies B&D or the retailer of the alleged defect;
  - (b) Returns the product to the retailer; and
  - (c) Presents the relevant sales docket and this warranty document to the retailer to confirm, the date of purchase.
4. Except for this warranty and any non-excludable conditions or warranties that are implied into the contract for the supply of the product by relevant statute, including the Consumer Guarantees Act 1993, B&D gives no warranties of any kind whatsoever (whether express or implied), in relation to the product, and all warranties of whatsoever kind relating to the product are, to the extent permissible by statute, hereby excluded. Where the Buyer is acquiring the goods for the purpose of a business, then all the guarantees and remedies in the Consumer Guarantees Act 1993 are excluded.
5. To the extent permissible by statute, B&D disclaims any liability of whatsoever nature in respect of any claim or demand for loss or damage which arises out of:
  - (a) Accidental damage, or normal wear and tear, to the product or to the product's components;
  - (b) Damage resulting from wear and tear;
  - (c) Blown fuses and loss or damage caused by electrical surges, power surges or power spikes;
  - (d) Loss or damage due to theft, fire, flood, rain, water, lightning, storms or acts of God;
  - (e) Maximum continuous operating time exceeding one (1) minute in ten (10);
  - (f) Maximum operating force exceeding \*20kg (200N) when moving the door manually to the open or closed position;
  - (g) Door surface area and/or weight exceeding:
    - 16.5m<sup>2</sup> and 100kg respectively for the GDO-7 & GDO-9 models;
    - 13.5m<sup>2</sup> and 100kg respectively for the GDO-11 model;
  - (h) The door not being in safe and correct working order and condition;
  - (i) The damage caused by misuse, negligence or failure to maintain the equipment in a proper working order, as per clauses (d) through (h).
  - (j) Installation, adjustment or use which is not in accordance with the instructions set out in installation instruction manual
  - (k) Attempted or complete modification or repairs to the product carried out by a person who is not authorised by B&D to carry out such modification and repairs;
  - (l) Faulty or unsuitable wiring of the structure to which the product is fixed or connected;
  - (m) Radio (including citizen band transmission) or any electrical interference;
  - (n) Damage caused by insects or pests
  - (o) Loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
  - (p) Any cost or expense arising due to manufacturer recall of any product;
  - (q) Any cost or expense due to negligence of an approved service provide;
  - (r) Installation of a residential garage door opener in a commercial or industrial situation or a non-single residential dwelling
6. To the extent permissible by statute, B&D's liability under this warranty is limited, at B&D's absolute option, to replacing or repairing the product which B&D, in its unfettered opinion, considers to be defective in either material and/or workmanship or to credit the dealer with the price at which the product was purchased by the dealer.
7. To the extent permissible by statute, this warranty does not extend to cover labour for installation
8. To the extent permissible by statute, this warranty is limited to Return-To-Base (RTB) repair and does not cover labour for on-site attendance.
9. To the extent permissible by statute, this warranty is void if the product is not returned to the manufacturer in original or suitably secure packaging.
10. This warranty is only applicable for repair carried out to the product within new Zealand
11. This Warranty does not cover consumable items including globes, batteries and fuses.
12. This warranty is non-transferrable.
13. Where the Product is retailed by any person other than B&D, except for the warranty set out above, such person has no authority from B&D to give any warranty or Guarantee on B&D's behalf in addition to the warranty set out above.

### **NOTES:**

1. One (1) cycle = one (1) open and one (1) close action of the door or gate.
2. This warranty is to be read in conjunction with the owner's copy of the installation instruction manual.
3. \*The door should be balanced in such a way that the user manually is able to open or close the door without using force not greater than 150N (15kg) although a greater force may be required for the start of the movement.