



# Warranty and Exclusion of Liability

1. This warranty is an addition to any non-excludable conditions or warranties that are implied into this contract by relevant statute, including the Trade Practices Act 1974 (Cwth).
2. Subject to all of the matters set out below, Automatic Technology Australia Pty Ltd ("ATA") warrants:
  - (a) roll up door opener drive units for twenty four (24) months or 5000 cycles, whichever occurs first; and
  - (b) 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 ATA 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, ATA 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.
5. To the extent permissible by statute, ATA disclaims any liability of whatsoever nature in respect of any claim or demand for loss or damage which arises out of:
  - (a) accidental damage to or normal wear and tear to the product or to the product's components;
  - (b) any cost relating to damage resulting from wear and tear;
  - (c) blown fuses, 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 any other 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;
  - (h) door not in safe and correct working order and condition;
  - (i) evidence of unauthorised repairs;
  - (j) any cost relating to damage caused by misuse, negligence or failure to maintain the equipment in a proper working order as per clauses (d) through (h);
  - (k) installation, adjustment or use which is not in accordance with the instructions set out in installation instruction manual
  - (l) attempted or complete modification or repairs to the product carried out by a person who is not authorised or has not been trained by ATA to carry out such modification or repairs;
  - (m) faulty or unsuitable wiring of structure to which the product is fixed or connected;
  - (n) radio (including citizen band transmission) or any electrical interference;
  - (o) damage caused by insects;
  - (p) loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
  - (q) any cost or expense arising due to manufacturer recall of any product;
  - (r) any cost or expense due to negligence of the approved service provider;
  - (s) installation of a residential garage door opener in a commercial or industrial situation or a non-single residential dwelling.
6. ATA's liability under this warranty is limited, at ATA's absolute option, to replacing or repairing the product which ATA, in its unfettered opinion, considers to be defective either in material and/or workmanship or to credit the dealer with the price at which the product was purchased by the dealer.
7. This warranty does not extend to cover labour for installation.
8. This warranty is limited to Return-to-Base (RTB) repair and does not cover labour for on-site attendance.
9. 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 repairs to the product carried out within Australia.
11. This warranty does not cover consumable items including globes, batteries and fuses.
12. This warranty is not transferable.
13. Where the Product is retailed by any person other than ATA, except for the warranty set out above, such person has no authority from ATA to give any warranty or guarantee on ATA'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.

