

# WARRANTY

# Call 1300 645 056 | dynamicds.com.au

This limited warranty applies to the range of roller, sectional, tilt and specialty doors, openers and related parts and services supplied by MISIV Pty Ltd t/as Dynamic Door Service ("Dynamic"). Dynamic prides itself on the quality of its products and services.

# 1 What is covered by the Warranty

- 1.1. Subject to the limitations and qualifications set out below:
- a. Door components & workmanship: Dynamic warrants that the workmanship and components of doors will be free from defects for 2 years from the date of purchase from Dynamic.
- b. Surface coatings: Dynamic warrants that surface coatings will be free from defects in workmanship and materials for 1 year from the date of installation of the door.
- c. DecoWood® surface coating: Dynamic warrants that DecoWood® timber look surface coating will be free from defects in workmanship and materials for 3 years from the date of installation of the door.
- d. Knotwood® surface coating: Dynamic warrants that Knotwood® timber look surface coatings will be free from defects in workmanship and materials for 3 years from the date of installation of the door.
- e. Steel-Line branded openers: Dynamic warrants that Steel-Line branded garage door opener:
  - (i) motors will be free from defects for **5 years**; and (ii) electronics will be free from defects for **2 years**, from the date of purchase from Dynamic.
- f. Keys and lock barrels: Dynamic warrants that keys and lock barrels will be free from defects for 1 year from the date of purchase from Dynamic.
- g. Springs: Dynamic warrants that door springs will maintain sufficient tension for proper door operation for 1 year from the date of purchase from Dynamic.
- h. Installations: Dynamic warrants that the installation of doors and openers will be free from defects in workmanship and materials for 1 year from the date of completion.
- i. Repair, service & warranty work: Dynamic warrants that repair, service and warranty work carried out by Dynamic or an approved service partner will be free from defects in workmanship and materials for 3 months from the date of completion.

# 2 Non-Dynamic branded openers (information)

2.1 For warranties applying to our range of non-Steel-Line branded garage door openers, please visit Roller Door Openers | Dynamic Door Service.

## 3 Oil-canning (information)

- 3.1 Undulations or distortions (known as oil-canning) associated with the manufacturing process and surface reflectivity of metal cladding may from time to time be visible depending on factors including viewing angle, ambient temperature and lighting conditions.
- 3.2 An acceptable level of oil-canning is not a defect. The Australian Garage Door Association considers that an acceptable level of oil-canning is where the distortion over any 150mm distance is not greater than 1mm.
- 3.3 For further information about oil-canning including how it is measured, please consult the Association's <u>Guide to Visual Inspection of Garage Doors</u>.

## 4 Operating noises (information)

- **4.1.** It is normal for your door, especially if a larger door, to produce operating noises including creaking when opened and closed due to the movement of its components.
- 4.2. Regular cleaning and lubrication of components (including guides, roller wheels and bearer plates) is essential for minimising operating noises and should only be carried out by Dynamic or an approved service partner to ensure the door is
- thoroughly serviced using only quality approved products.
  4.3. Failure to maintain components or use of unapproved products can obstruct the operation of the door and result in additional noises or damage including from an accumulation of dirt and other abrasive matter.
- 4.4. To book a service, or if operating noises have become unusual, please visit <u>Garage Door Service | Installation, Replacement & Repair | Dynamic Door Service.</u>

# 5 Curtain deflection (information)

5.1 When closed, the curtain of doors may exhibit a degree of graduating deflection from the lintel of the opening, where the curtain lays inward from the top of the side guides to the drum. Curtain deflection is not a defect and is more pronounced in larger doors. To minimize the visual impact of curtain deflection, doors should be installed at the recommended height to facilitate concealment of deflecting curtain by the lintel of the opening.

# 6 Limitations and qualifications

- 6.1 Subject to Dynamic's obligations under applicable laws which cannot be excluded, modified or restricted:
- a. Dynamic's liability:
  - (i) shall be limited at its option to one of the following:
    - A. repair of defective products; or
    - B. replacement of defective products with the same products; or
    - C. replacement of defective products with equivalent products; or
    - D. providing services again or rectifying services; or
    - E. refunding the price of defective products or services.
  - (ii) shall not include or extend to:
    - A. reimbursement of any expense or outlay (including any expense or outlay to remove, transport, repair or replace products) not incurred or made with the prior written consent of Dynamic.
    - B. injury to persons, damage to property, loss of income, profit or business (or any other indirect loss) arising from or caused in any way by its products or services.
    - C. removal of goods or structures obstructing or preventing (in the opinion of Dynamic) the repair or replacement of defective products or the provision or rectification of services.
- b. This warranty does not cover corrosion, denting, scratches, perforation, surface coating degradation, mechanical failure, structural failure or collapse wholly or partly due to an event or cause beyond the reasonable control of Dynamic, including without limitation:

- (i) mechanical, chemical or other damage sustained during transport, handling, storage or installation by others.
- (ii) improper or defective installation by others. (iii) installation within 800 metres of the sea or other body of water of equivalent or greater salt concentration.
- (iv) installation within an unusually corrosive environment or an area subject to industrial fall out.
- (v) attack from fumes, chemicals (including cleaning chemicals) or other agents (including sunscreen).
- (vi) contact with soil, ash, fertilizer or moisture retaining substances.
- (vii) liquid from copper flashings or pipes or green or wet timber/ply or treated timber.
- (viii) failure to remove grime and chemicals.
- (ix) damage by persons, vehicles or animals.
- (x) subsidence or foundation movement.
- (xi) deterioration of building elements.
- (xii) gales, tornadoes, lightning, hail, earthquakes, fires, flood and other similarly extreme "acts of God".
- (xiii) wind load greater than the ultimate limit state capacity of a wind rated product.
- (xiv) bushfire conditions beyond the rated protection of a product.
- c. This warranty does not cover nor extend to:
  - (i) doors installed in buildings other than a detached house or townhouse.
  - (ii) installation services supplied by approved or authorised distributors.
  - (iii) damage to products not notified to Dynamic within 2 business days of:
    - A. collection or delivery; or
    - B. installation by Dynamic.
  - (iv) deterioration in the condition of the products occurring between collection or delivery and installation.
  - (v) inherent defects in steel or other materials used in the manufacturing process.
  - (vi) weathering, including a natural reduction in paint gloss or colour.
  - (vii) variation in the colour, appearance or grain of timber components.
  - (viii) weathering of timber components.
  - (ix) batteries, fuses or globes.
  - (x) damage to electrical or electronic components from:
    - A. electrical surge or brownout; or
    - B. exposure to liquid or moisture.
  - (xi) opener transmitter or receiver range.
  - (xii) sensitivity or limit switch adjustment.
  - (xiii) pitting, rust or corrosion notified outside the warranty periods provided in clause 1.1.
  - (xiv) deflection of door curtain.
  - (xv) oil-canning where the distortion over any 150mm distance is not greater than 1mm. (xvi) operating noises.
  - (xvii) micro-fracturing of paint surface imperceptible in daylight from a normal viewing position.
  - (xviii) differences of appearance or defects in prepainted metal surfaces not clearly discernible from a normal viewing position.
  - (xix) rubbing or scuff marks imperceptible in daylight from a normal viewing position.
  - (xx) customer requested surface coatings applied by others.
  - (xxi) rubbed or scuffed powder coated surfaces. (xxii) weakening or collapse of structures to which products are affixed.

(xxiii) repair, reinstatement or replacement of:

A. building elements, including timber, gyprock, masonry and render;

B. penetrations; or

C. painted surfaces.

(xxiv) defects, damage or deterioration attributable to:

A. the operation of products known to be defective; or

B. failure to carry out preventative maintenance or adjustment.

#### d. This warranty

(i) is invalidated by:

A. failure to have warranted products serviced at least annually by Dynamic or an approved service partner.

B. the application of post paint treatments or systems (including rust treatments) other than to painted or stained surfaces.

C. use of a product for an application or purpose for which it is unsuited.

D. modification or alteration of products other than by Dynamic.

(ii) is subject to payment having been made in full for products and services.

6.2 To the extent permitted by law, this warranty excludes all other warranties, conditions, offers, promises or assurances, whether express or implied.

### 7 Assessment of warrantry claims

7.1 To the extent appliable, claims under this warranty will be assessed having regard to the Australian Garage Door Association's <u>Guide to Visual Inspection of Garage Doors</u>. The Guide provides an impartial, quick and easy first reference and should be consulted before initiating a claim under this warranty.

#### 8 Australian Consumer Law

- **8.1** Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

8.2 The benefits given by Dynamic under this warranty are in addition to rights and remedies available to a consumer under the Australian Consumer Law.

## How to initiate a warranty claim

9.1 To initiate a claim under this warranty, contact Dynamic Garage Doors on 1300 645 056 or online at Contact Dynamic Door Service.

We regularly review our warranty terms and conditions. Any updates will be posted on our website warranty page. We reserve the right to modify these terms and conditions at any time without prior notice.