## **TAUREAN DOOR SYSTEMS**

Phone (03) 9721 - 8366



www.taureands.com.au

## **Product Warranty**

## Stramit Corporation Pty Limited Roller Door Warranty and Exclusion of Liability Statement

1. This Warranty is given by:

Stramit Corporation Pty Limited trading as Taurean Door Systems (**Taurean**) Level 4, 68 Waterloo Rd, Macquarie Park NSW 2113

Phone: (03) 9721 8366

Email: customerservice@taureands.com.au Website: www.taureands.com.au

on Taurean<sup>®</sup> roller door kits (**Product**) for a **twelve-month** period from the date of purchase of the Product, against defects which is subject to the matters set out below (**Warranty**).

- 2. The Warranty is in addition to your rights and remedies that may be available to consumers under the Australian Consumer Law.
- 3. If you are a consumer, as defined under the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a 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.
- 4. This Warranty applies only where:
  - (a) the purchaser seeking to rely on the Warranty presents proof of purchase to confirm the date of purchase of the Product;
  - (b) if the Product has been installed, an authorised Taurean <u>Door reseller or professional roller door</u> installer (Authorised Installer) performed the installation; and
  - (c) Taurean determines, in its absolute discretion, that the Product has a defect covered by this Warranty.
- 5. Your Product Warranty does not apply to any defect, loss or damage arising through or caused directly or indirectly by, or as a result of:
  - (a) fair wear and tear (e.g. working seals in the inlet and outlet valves, scratching from cleaning, paint rubs or scuffing on the internal wash coat finish or external painted finish etc.);
  - (b) Any defects or deterioration of timber, including drying, after installation of the Product;
  - (c) Any weakening, cracking, deterioration, or collapse of the structure or surface, during installation or use, to which the Product is (or is intended to be) affixed;
  - (d) incorrect storage or handling of the Product after delivery;
  - (e) failure to properly install, use or maintain the Product, or to follow any instructions or guidelines for installation, use or maintenance of the Product, including carrying out regular servicing or preventative maintenance;
  - (f) The continued use or operation of the Product after any defect becomes apparent, or would have become apparent to a reasonably prudent operator or user;
  - (g) Installation, adjustment or use of the Product, other than by Taurean or an Authorised Installer;
  - (h) Attempted or completed modifications or repairs to the Product carried out by a person who is not authorised by Taurean to carry out such modifications or repairs;
  - the use of the Product, within 800 metres of the sea or other body of water of equivalent or greater salt concentration or in an area subject to chemical or industrial fall out, or otherwise than for any application specified on a quote or order form, price book or catalogue issued by Taurean; or
  - (j) any accident or act of God.

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These instructions are intended to be used by authorised Taurean Door resellers and professional roller door installers only. Installation by any other person will void the warranty and may result in injury or damage. Installation instructions are regularly updated. To ensure you have the latest information please refer to the Taurean website <a href="http://www.taureands.com.au">www.taureands.com.au</a> or contact our Customer Service team on (03) 9721 8366.

- 6. To make a valid claim under this Warranty, a person must submit a claim in writing to Taurean at the abovementioned address within twelve months from the date of purchase of the Product. The claim must include:
  - (a) A copy of this Warranty;
  - (b) A description and evidence of (e.g. photo) how the Product is defective;
  - (c) The date on which the person making the claim discovered the defect;
  - (d) Proof of the date of purchase of the Product in the form of an invoice or receipt; and
  - (e) If the Product has been installed, proof of the date of installation of the Product in the form of an invoice or receipt from an Authorised Installer.
- 7. Where a valid Warranty claim is made in accordance with clause 6 above, Taurean will investigate the claim, and requires reasonable and adequate access to Products, to undertake its investigation. If a Warranty service call finds that your Product does not have a genuine manufacturing defect, or the claim is resolved by a regular service (that comes under the responsibility of the purchaser) Taurean reserves the right to charge you a service fee.
- 8. To the fullest extent permitted by law, Taurean expressly excludes all conditions, warranties and undertakings in relation to the Products except as set out in this document.
- 9. To the fullest extent permitted by law, and subject to and without limiting your consumer rights under the Australian Consumer Law, Taurean expressly limits its liability under this Warranty and under any other statutory guarantee imposed at law to, at its absolute discretion:
  - (a) Replacing or repairing the Product;
  - (b) The supply of an equivalent Product; or
  - (c) the payment of the cost of the Product, or of repairing the Product, or of acquiring an equivalent Product.
- 10. This Warranty is not transferrable, and only applies to the original purchaser. Wherever the Product is sold by any person other than Taurean, such person has no authority whatsoever from Taurean to give any express warranty or guarantee on any Taurean product in addition to this Warranty.

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