Hodge Systems Pty Ltd 235 Orchard Rd Richlands QLD 4077 1300 669 277 sales@tambor.com.au

PO Box 3687 Mt Ommaney, QLD, 4074

## **WARRANTY**

Hodge Systems Pty Ltd, trading as Tambortech ("the Manufacturer") warrants that, subject to the terms and conditions of this warranty ("this warranty"), the Manufacturer will replace or repair (at its discretion) any manufacturing defect or fault in its products for a period of five (5) years from the date of sale by the Manufacturer to the customer/purchaser/installer ("Consumer").

## Conditions of Warranty

- This warranty applies to Tambortech tambour doors only. Electric motors and controllers, and other
  mechanisms that may be supplied with the Tambortech tambour doors are excluded from this warranty
  and may be warranted under a separate manufacturer warranty.
- This warranty only applies to Tambortech products which have been installed by a certified tradesman in their original installation location. This warranty does not apply to products installed by unqualified persons or which have been removed or uninstalled from their original installation.
- This warranty only applies to products which have been installed as supplied. This warranty does not
  apply to products that have been modified or altered in any way including but not limited to:
  - o painting or application of additional finishes;
  - o cutting or adaptation of products or parts supplied; and
  - use of parts not supplied or recommended as set out in the installation guidelines as part of the installation of the product.
- This warranty only applies to products installed in accordance with the installation guidelines provided by the Manufacturer.
- This warranty only applies to products installed and used in accordance with their intended purpose. Without limiting the generality of this statement:
  - the Manufacturer products are designed for use in homes and office areas inside buildings on land;
  - the Manufacturer products are not designed for installation in vehicles, vessels or aircrafts which subject the product to constant movement or vibration;
  - the Manufacturer products are not designed for installation in commercial or industrial warehouse areas which subject the product to exposure to increments of industrial or commercial activity; and
  - the Manufacturer products are designed for Australian conditions and this warranty does not apply to product taken overseas.
- It is the Consumer's responsibility to establish if any prior owner or supplier of the product has not
  complied with the terms of this warranty. the Manufacturer is not liable for and this warranty does not
  extend to the actions of prior owners including distributors and suppliers whether or not approved by
  the Manufacturer. the Manufacturer will always confirm originality of products on request.
- This warranty only applies to manufacturing defects or faults only and to the extent that products used in a normal manner and in accordance with any cleaning or maintenance specifications provided by the Manufacturer.
- This warranty does not apply to defects or damages resulting from:
  - Accidents, abuse or misuse;
  - Damage resulting from external causes including exposure to weather, liquids or oils including chemicals other than cleaners which conform with the cleaning and maintenance specifications supplied;
  - Alteration or repair by anyone not authorised by the Manufacturer.

## **Claims**

Due to the nature of the products, the Manufacturer is unable to visit the Consumer's site for either inspection or installation of the product. To make a claim under this warranty the Consumer must, within the period of

warranty, submit to the Manufacturer written notice of the claim by post to Tambortech, PO Box 3687, Mt Ommaney QLD, 4074, by facsimile to 1300 667 122 or by email to <a href="mailto:sales@tambor.com.au">sales@tambor.com.au</a> and include clear pictures describing and showing the alleged defect along with the job/invoice number (found on the label fixed to the top slat of the Tambour Door) and proof of purchase.

If a successful warranty claim is made, the damaged or faulty product <u>must</u> be returned to the Manufacturer at 235 Orchard Road, Richlands, QLD, 4077. Subject to the provisions of the following paragraph, the Manufacturer will arrange (at its cost) freight pick-up of the product, repair or replace the product (at its discretion), and freight return of the product to the Consumer. The Consumer is responsible for removal of the product from its current location and re-installation.

The Consumer acknowledges and accepts that:

- The period of warranty begins from the date the product leaves the the Manufacturer factory on manufacture and if the Consumer purchases the product from anyone other than an the Manufacturer approved distributor it is the Consumer's responsibility to determine when the product was initially supplied by the Manufacturer.
- The Manufacturer will not engage or be liable for the cost of removing the product from its installed location including additional costs associated with disconnection of appliances or removal of cabinetry.
- Removal and collection of the product by the Manufacturer applies to product situated in Australia only.
   Should a claim be accepted in respect of product situated outside Australia, the Consumer must cover all freight and delivery charges associated with the claim.

The benefits given to the Consumer by this warranty are in addition to other rights and remedies of a Consumer under a law in relation to the goods to which this warranty relates.

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 for 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.