

1 MAKING A CLAIM

First step to submitting a warranty claim is;

a) produce a copy of the receipt of purchase, in addition to the warranty terms and certificate provided below as well as any proof of purchase speculating the maintenance (for both the door and ARA unit) - only provided the unit is between its 36 - 84th month of the ARA Warranty term; **and**

b) where the Product has been sold by ARA, make all warranty claims directed to ARA by sending it to the ARA headoffice with the relevant address provided below; **and**

c) where the Product has been sold by an approved dealer, make all warranty claims through the dealer directly with the appropriate warranty claim card filled in. If you are unsure of the correct address of the approved dealer from which you purchased the product, you can send your claim to ARA with the rest of the above details completed, including the original invoice number, and we will forward it to the dealer. You are responsible for the expense of making a claim under this warranty.

2. ARA OR APPROVED ARA DEALERS

a) This warranty is in addition to any statutory, non-excludable guarantees or warranty rights under Australian laws (as applicable). This warranty applies only to Products sold by ARA or its approved dealer. "ARA" means – **Automatic Remote Access Pty Ltd** of 18 Mason Drive, BRAESIDE VIC 3195, **and**

b) "dealer" means an approved reseller/ distributor of ARA products purchasing from a previously arranged term based account, from ARA, for the purpose of supplying those products to end users.

c) "end users" refers to any customer that has particular use of the product, in its right application.

3. WHAT THE WARRANTY COVERS

ARA warrants, subject to point outlined no.4, that it will, at its discretion, either repair or replace (in a manner ARA considers reasonable eg. touch up of surface coatings) any proven defects; in installation for a period of 24 months from the date of installation where the Product has been installed by ARA – this warranty does not extend to installation by dealers; **and**

a) all garage doors in normal residential use are covered by a 60 month warranty on all surface coatings; **and**

b) ARA warrants to the end user of the ARA product all parts of the Unit, other than remote controlled transmitters, externally attached accessories, globes and batteries. The components that make up the unit must be free from defects in materials and workmanship for a period of 84 months or 20,000 cycles (each opening or closing operation of the garage door equals 1 cycle) whichever comes first, from the date of purchase when installed by an approved ARA dealer in a residential premise with a standard residential cycle specified garage door that is designed for the sole purpose of a single-family dwelling; **and**

c) ARA warrants that remote controlled transmitters and accessories included with the Unit are free from defects in materials and workmanship for a period of 12 months from the date of purchase.

4. WHAT THE WARRANTY DOES NOT COVER

a) Batteries and globes are not covered under the ARA

b) travel costs incurred by ARA or the dealer in either travelling to or from areas outside a capital city metropolitan area. These costs will be at the end users expense. Additional access costs incurred by a dealer or ARA in obtaining access where the Unit is not readily accessible. These cost will be at the end user's expense; **and**

c) It is a condition of ARA's Warranty that the Unit in possession of the end user, must be installed and serviced by a authorised dealer of ARA. A product branded under ARA that has been purchased over the internet and installed by a person other than an authorised dealer will not be covered by this Warranty.

5. WARRANTY CONDITIONS

It is also a condition of the ARA Warranty Term that for the operating life of the Unit:

a) the garage doors spring is balanced and is operable by hand. It must open and close with no more than a maximum of 20 kg of lifting weight; **and**

b) the garage door and the ARA Unit is professionally maintained by a dealer, at a minimum, during the third and seventh years of the ARA Warranty - with proof of garage door and ARA unit maintenance provided in the warranty claim submission; **and**

c) the balanced spring is tensioned and operating in accordance to the manufacturer's specifications. If your door binds, sticks, or is out of balance, then it must not be used until serviced by a trained door technician or dealer. The garage door service fee will be at the end users expense; **and**

d) the warranty submission process is followed as per point outlined no.1 (making a claim) sub-points a-c.

e) If you are concerned that the Unit may be defective, make contact with the dealer that sold/installed the ARA Unit, or the ARA service centre and an ARA technician will diagnose the problem and arrange for this to be rectified. Once the problem has been diagnosed, subject to your rights under the applicable Australian consumer protection laws with respect to major failures, ARA or a authorised dealer will provide you with either, repairs to the Unit or a replacement Unit. Repairs and replacement parts provided under this ARA Warranty term are provided free of charge and are warranted for the remaining portion of the original warranty period.

6. WHAT VOIDS THE WARRANTY

a) Installation – faulty installation of the Product where such installation is not carried out by ARA or approved dealers.

b) **Service** – lack of proper maintenance, service or care of the ARA Unit or conjunctonal door inline with Point outlined No.5 (warranty conditions)

c) **Instructions** – failure to observe any instructions or directions in the Instruction Manual, provided with the Product or given to the end user/ purchaser by ARA or an approved dealer;

d) **Unreasonable Use** – the Product is not being used correctly in accordance with the Instruction Manual or other unreasonable use;

f) **Unauthorised Acts** – modifications, or repairs made or attempted to be made by you or any unauthorised person;

g) **Other devices** – the ARA unit being fitted with any third party compatible devices or add-ons outside of ARA's product range

h) **Outside Control** – events or acts beyond the reasonable control of ARA.

i) **Water Damage** – including effects from rust and corrosion; or

j) **Corrosive Environments** – salt corrosion or damage to the surface coatings or base materials due to environmental conditions (such as proximity to the sea-front or similar corrosive conditions).

STATUTORY GUARANTEES OR WARRANTIES

If you are a consumer under the Australian Consumer Law, 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 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. This warranty certificate and other statements contained in this document or other ARA documents given to you do not exclude, restrict or modify the application of all or any of the provisions of the Australian Consumer Law, furthermore, This warranty document is not intended to create a contract between ARA and the end user or purchaser.