

ASSA ABLOY New Zealand Limited (9429036762194) ("ASSA ABLOY") guarantees all of its LORIENT branded products on these Warranty terms. These Warranty terms apply in addition to any rights that a 'consumer' may have under the Consumer Guarantees Act 1993 (CGA). Nothing in these Warranty terms is intended to limit or exclude a 'consumer's' rights or remedies under the CGA.

**1. Warranty** – Subject to the limitations and exclusions set out in this document, ASSA ABLOY warrants that the following Lorient branded products will be free of material defects from the date of installation for the periods specified below ("Warranty"):

(a) Lorient fire dampers – 12 months; and (b) All other Lorient branded products – 24 months.

**2. Limitations** - Unless otherwise expressly provided for in writing, the Warranty in clause 1 above is limited or varied (as the case may be) as follows:

(a) **Finish** - The Warranty does not apply to the finishes of Lorient branded products nor to cosmetic or appearance damage; and (b) **Stainless Steel** - Stainless Steel is not stain free but stains less, compared to ordinary carbon steel. Tea staining is a natural process that may happen to stainless steel products if not cleaned regularly and pursuant to ASSA ABLOY AU instructions. The Warranty therefore does not cover tea staining of Stainless Steel products

### 3. Claiming on the Warranty

(a) If you purchased a Lorient branded product from an authorised retailer or other reseller (as opposed to direct from ASSA ABLOY) and wish to claim on the Warranty to the authorised retailer or other reseller, you must, at your own expense:

- (i) return the product securely packed to protect against damage to the product; and
- (ii) provide, within the applicable Warranty period referred to above, details of:
  - A. the claim on the Warranty;
  - B. proof of original purchase; and
  - C. your name, address, email address (if you have one) and telephone number; to the authorised retailer or other reseller from whom you originally purchased the product.

(b) If you purchased a Lorient branded product direct from ASSA ABLOY or otherwise wish to claim on the Warranty direct to ASSA ABLOY, you must, at your own expense and in the following order:

- (i) contact the ASSA ABLOY Customer Service Department at the contact details below to:
  - A. provide ASSA ABLOY with details of the claim on the Warranty;
  - B. organise to provide ASSA ABLOY with proof of original purchase; and
  - C. obtain a Case Number;
- (ii) securely pack the product to protect against damage to the product;
- (iii) include a copy of the original proof of purchase in the packaging;
- (iv) clearly mark the Case Number on the outside of the packaging; and
- (v) return the product direct to ASSA ABLOY at the address below, within the applicable Warranty period referred to above.

(c) **Products returned direct to ASSA ABLOY without a Case Number may not be accepted by ASSA ABLOY.**

(d) The issue of a Case Number and acceptance of returned products by ASSA ABLOY's staff does not constitute acceptance by ASSA ABLOY of the claim on the Warranty.

(e) ASSA ABLOY will assess (or will authorise the retailer or other reseller from whom you originally purchased the product to assess) any claim you may make on the Warranty and if, in ASSA ABLOY's reasonable opinion, the Warranty applies, ASSA ABLOY at its own option and cost will (or will authorise the retailer or other reseller from whom you originally purchased the product to):

- (i) provide you with the same or (if the same product is no longer available) the closest similar ASSA ABLOY Lorient branded product;

- (ii) repair the product and return it to you; or
- (iii) refund the price you paid for the product.

This is the only obligation of ASSA ABLOY under the Warranty. ASSA ABLOY will bear its own expenses of doing those things, and you must bear any other expenses of claiming on the Warranty.

(f) If products are returned to ASSA ABLOY for which, in ASSA ABLOY's reasonable opinion, the Warranty does not apply, the products will be returned to you freight collect.

### 4. Exclusions

The Warranty excludes and does not extend or apply to:

(a) **Normal wear and tear** – damage caused to the product as a result of normal wear and tear; (b) **Misuse and abuse, or accident** – damage caused to the product as a result of misuse or abuse or Lorient branded products being used in a way or manner which is not within the scope and limitations of the technical or other specifications for the products published from time to time by ASSA ABLOY; (c) **Improper maintenance or neglect** – damage caused to the product as a result of improper maintenance or neglect or Lorient branded products otherwise not being maintained in accordance with ASSA ABLOY's care and maintenance recommendations (<https://www.assaabloyopeningsolutions.com.au/en/about-assa-abloy/warranties-and-guarantees/>); (d) **Improper installation** – damage caused to the product as a result of installation which is contrary to Lorient's published recommendations or (if there are no such recommendations) installation which falls short of the standard of a reasonable and competent professional who regularly installs similar products; (e) **Unauthorised alteration, modification or repair** – damage caused to the product as a result of alterations, modifications or repairs being made to the product by any person other than the authorised personnel of ASSA ABLOY; (f) **Custom orders** – Lorient branded products which are made using components or specifications provided or requested by someone other than ASSA ABLOY; (g) **Old goods** – Lorient branded products which were not new when purchased from ASSA ABLOY by the person attempting to claim under this Warranty; (h) **Second-hand goods** – Lorient branded products which were purchased from anyone other than ASSA ABLOY or authorised resellers of ASSA ABLOY by the person attempting to claim under this Warranty; (i) **Foreign goods** – Lorient branded products which were not originally sold in New Zealand by ASSA ABLOY or an authorised reseller of ASSA ABLOY; (j) **Vandalised goods** – Lorient branded products which have had any of the brands, marks, patented plates, numbers or other information of ASSA ABLOY on the products defaced or removed (other than through reasonable wear and tear); (k) **Substitute parts** – Lorient branded products which have been altered, modified, repaired or used with substitute or replacement parts other than genuine ASSA ABLOY parts; (l) **Corrosive exposure** – damage caused to the product as a result of it being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity; (m) **Excluded losses** – to the maximum extent permitted by law, ASSA ABLOY accepting any liability for personal injury, property damage, consequential or economic loss, howsoever caused, in relation to Lorient branded products.

### 5. Consumer Guarantees Act 1993

Our products come with guarantees that cannot be excluded under the CGA. 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.

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