

WARRANTY

This is the standard warranty (Warranty) of all Goods and Services supplied by ZEMM PTY LTD (ACN 121 274 726) (ABN 35 121 274 726) of 10 Pike Street, Kunda Park, QLD,4556, and any associated and related companies or businesses and its subsidiaries trading under various business (Door City). When any person, firm or company places an order with ZEMM PTY LTD for the purchase of Goods and Services, they have the peace of mind in knowing that those Goods and Services are covered by ZEMM PTY LTD 's Warranty.

This Warranty sets out what the Customer must do to entitle the Customer to claim the Warranty and what ZEMM PTY LTD must do so that the Warranty may be honoured.

This Warranty is in force from 14th October 2019

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In the interpretation of this Warranty, unless there is something in the subject or context inconsistent therewith:

(a) **Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

(b) **Australian Standards** means the applicable codes and guidelines published from time to time by Standards Australia.

(c) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.

(d) **Claim** means a claim made under this Warranty.

(e) **Courts** means, in relation to a Jurisdiction, those courts and tribunals exercising jurisdiction in that Jurisdiction, including any competent Federal court exercising jurisdiction in that Jurisdiction.

(f) **Customer** means any person, firm or company placing an order with ZEMM PTY LTD for the purchase of any Goods and to whom the Quotation is addressed and/or any person who accepts the Quotation.

(g) **Domestic Building Acts** means:

(i) the Domestic Building Contracts Act 2000 (Qld) as amended from time to time, and includes any other laws or regulations which imply certain warranties into the Contract;

(h) **Force Major Event** means an event beyond the reasonable control of ZEMM PTY LTD or the Customer, including but not limited to acts of God, fire, war and civil unrest of any kind, storm and tempest, theft and vandalism, nuclear or other hazardous contamination and terrorism.

(i) **Glass** means Goods made out of glass and the components of glass within a ZEMM PTY LTD Good, glass components of windows and doors. This definition of Glass does not include IGU or THS, which have their own separate meaning.

(j) **Goods** means the goods and merchandise supplied by Us which are the subject of the Warranty.

(k) **IGU** means Insulated Glass Units.

(l) **Manufacturer's Instructions** means the instructions and recommendations published on our website(s) and/or issued with the Goods and Services from time to time.

(m) **ZEMM PTY LTD** means ZEMM PTY LTD (ACN 121 274 726) (ABN 35 121 274 726) and any associated and related companies or businesses and its subsidiaries trading under various business names, both current as at the date of this Warranty and in the future.

(n) **Moving Parts/Hardware** means componentry of Goods which has the ability to move, including but not limited to rollers, pivots, hinges, handles, bearings, pulleys, locks, cords, operating mechanisms (handles, motors and seals) and other like components.

(o) **Order** means the acceptance of the Quotation in whole or in part by You.

(p) **Person** includes companies.

(q) **Quotation** means the document issued by Us outlining Our estimate of the cost for the provision of specified Goods and Services.

(r) **Services** means the Services, if any, to be supplied by Us with the Goods and which are the subject of the Contract or Quotation.

(s) **THS** means Toughened and Heat Strengthened Glass Goods. Interpretation

1.2 Headings are for convenience only and do not form part of this Warranty.

1.3 Reference to **document** means this Warranty.

1.4 Reference to **We, Us or Our** means ZEMM PTY LTD.

1.5 Reference to **You or Your** means the Customer.

1.6 Reference to the singular includes the plural and the plural includes the singular.

1.7 Reference to one gender includes the others

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2. AUSTRALIAN CONSUMER LAW

2.1 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.

2.2 The benefits given to You by this Warranty are in addition to other rights and remedies You may have under a law in relation to the Goods or Services to which this Warranty relates. Nothing in this Warranty is to be interpreted as excluding, restricting or modifying any law or statute applicable to the supply of Goods and Services which cannot be excluded, restricted or modified.

3. APPLICATION

3.1 This Warranty applies to:

- (a) The sale of Goods and/or Services to a consumer, as defined by the Australian Consumer Law;
- (b) The sale of Goods and/or Services of a kind ordinarily acquired for personal, domestic or household use within Australia.

4. THE WARRANTY TERM AND COVERAGE

4.1 We warrant that Our Goods and Services shall come with the following warranty outlined in the table below:

TYPE OF GOOD	WARRANTY TERM	WARRANTY START DATE	WHAT THIS WARRANTY COVERS
Windows (including, Timber & Louvre)	2 years	In the case of Goods, the date of delivery of the Goods to You. In the case of Services, the date of completion of the Services.	<ul style="list-style-type: none"> • All Goods shall be free of defects arising from faulty workmanship or materials; and • All Services shall be rendered with due care and skill.
Timber Stacking, Sliding and Bi-fold Doors	2 years		
Timber and Prefinished Timber Doors	2 years		
Glass	No Warranty after installation		

5. WARRANTY OPTIONS

5.1 The parties acknowledge and agree that this Warranty is limited to one of the following options, to be chosen at Our discretion:

WARRANTY OPTIONS FOR GOODS	WARRANTY OPTIONS FOR SERVICES
<ul style="list-style-type: none"> The repair or cost of repair of the Goods; or The replacement or cost of replacement of the same Goods; or The supply or cost of supply of equivalent Goods; or The refund of the original invoice value paid for the Goods 	<ul style="list-style-type: none"> The re-supply of the same Services; or The supply or cost of supplying equivalent Services; or The refund of the original invoice value paid for the Services. (Except where the original Services were not carried out or contracted by Us)

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5.2 You acknowledge and agree that We reserve the right to replace Goods of more recent or modern design than the original Goods and/or Services the subject of this Warranty.

5.3 You acknowledge and agree that, unless any applicable legislation, regulation or code prescribes otherwise, any repair, replacement or resupply of a good or Service under this Warranty does not extend or restart the Warranty Terms outlined above.

6. CONDITIONS AND EXCLUSIONS

6.1 To the full extent permitted by law, this Warranty does not cover,

TYPE	EXCLUSIONS	
General	<ul style="list-style-type: none"> • Fair wear and tear of Goods; • Defects caused by misuse, abuse, accident or neglect by You; • Defects caused by any Force Majeure event; • Defects caused by damage during transport, unless transported by Us or Our agent; • Your failure to install, care, store and/or maintain the Goods in accordance with the Manufacturer's Instructions; • The installation or refinishing of a replacement Good supplied under this Warranty, or the cost of installation or refinishing of a replacement Good under this Warranty, unless the installation or refinishing was part of Services originally carried out by or contracted to Us; • Services carried out by personnel or agents which are not authorised by Us; • Modification, alteration or repair of Goods, or any other Services, which are not authorised by Us; • Any defects or allowances permitted in accordance with Australian Standards • Unless expressly stated otherwise, any abnormal stress 	<p>imposed on the Goods due to coastal conditions, salt spray, corrosive chemicals, acid rain, extreme heat and/or humidity, excessive vibration or movements of buildings or foundations, or other location-related factor;</p> <ul style="list-style-type: none"> • The cost of transport for Goods to or from Us; • Any liability We may have in contract, tort (including, without limitation, negligence or breach of statutory duty), personal injury or property damage howsoever caused, or otherwise to compensate You for: <ol style="list-style-type: none"> (1) Any increased costs or expenses; (2) Any loss of profit, revenue, business, contracts or anticipated savings; (3) Any loss or expense resulting from a claim by a third party; or (4) Any special, indirect or consequential loss or damage of any nature whatsoever. • All other warranties, whether implied or otherwise, not set out in this Warranty except for those that cannot be excluded at law under the Domestic Building Acts, the Australian Consumer Law or any other applicable law
Windows and Doors	<ul style="list-style-type: none"> • A warp, bow or twist of 4mm or less for doors up to 2150mm high, 6mm or less for door heights between 2150mm and 2400mm and will not be liable for any warp, bow or twist for doors exceeding 2438mm high or 1219mm wide; • Defects due to moisture content which falls below 10% or for moisture content which exceeds 15%; • Normal show-through of frame and core components in flush doors; • Natural variations in the colour, texture and grain pattern of timber, plastic and aluminium componentry of Goods, including 	<p>the colour, grain pattern and thickness of matching timber edge strips;</p> <ul style="list-style-type: none"> • Fading, darkening or colour change in timber surfaces of Goods, including powdercoated finishes, caused by normal weather conditions; • Window reveals which have not been protected from the elements within 24 hours of being delivered to site. • Any other matter that We may advise You of from time to time
Glass	<ul style="list-style-type: none"> • Glass Goods that have been modified in any way by the addition of a film, tint, privacy or any other finish not authorised by Us; • Glass breakage not caused solely by Our faulty workmanship or materials, or Our failure to render Services with due care and skill; 	<ul style="list-style-type: none"> • Natural variations in the clarity of glass; • Any other matter that We may advise You of from time to time. • Discolouration of glass finishes that may occur under certain climatic conditions;

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7. INSTALLATION, CARE AND PRODUCT MAINTENANCE

7.1 For this Warranty to apply:

(a) All Goods must be installed, and all Services must be rendered, in accordance with relevant Australian Standards and standard building practices;

and

(b) You must follow:

(i) The Manufacturer's Instructions applicable to the Goods and Services the subject of this Warranty; and

(ii) Any instructions which We print on the labels, packaging or operation manuals of Goods; and

(iii) Any and all instructions published on Our website(s) from time to time; and

(iv) Any other instructions for the installation, care and maintenance of Goods that We may publish from time to time.

7.2 You acknowledge and agree that a failure to follow the Australian Standards, Manufacturer's Instructions and any other instructions, as applicable, may void this Warranty.

8. CLAIMS PROCEDURE AND NOTIFICATIONS

8.1 To make a Claim under this Warranty, You must adhere to the following procedure:

(a) Within seven (**7**) days of any defect arising, You must notify Us of the defect in writing (Notification);

(b) The Notification must include:

- Your full name, address and telephone number;
- Your original proof of purchase of the item(s) the subject of the defect or Claim;
- A written description of the defect;
- A photograph of the defect; and
- A written assurance that the Goods have not been damaged, incorrectly assembled, installed or operated, negligently treated or misused.

(c) The Notification must be made to:

(i) The Door City Outlet who supplied the Goods/Services to You; or

(ii) An enquiry through our website at <https://doorcity.com.au/contact-us/>

8.2 Following receipt of a Notification, We will contact You, arrange for the Goods to be inspected and determine the Claim in a timely manner.

8.3 For the purpose of assessing the Claim and if required by Us, You acknowledge and agree to make the Goods available for inspection by Us between 9am – 4:30pm, Monday – Friday.

8.4 You acknowledge and agree to bear all costs and expenses associated with making any Claim under this Warranty.

8.5 For the purposes of determining any Claim, You acknowledge and agree that We retain the right, in Our sole discretion, to reasonably determine whether You have followed the Australian Standards, Manufacturer's Instructions and any other instructions provided for the Goods and Services which are the subject of the Claim.

9. GOVERNING LAW

9.1 This Warranty shall be governed and interpreted according to the laws of the State or Territory of Australia as ZEMM PTY LTD may in its sole discretion determine.

9.2 Failing such determination, You agree and consent to apply the laws of the State of Queensland.