

## WARRANTY

Australian designed and owned, Lemaar door hardware is trusted by commercial and residential builders, and is supported by a strong warranty to give you assurance in long lasting and durable door hardware.

This warranty is given by Lemaar Pty Ltd ACN 075 735 296 of 24-26 Endeavour Way, Braeside, Vic 3195. Ph: 613 9580 1630 (“Lemaar”).

Lemaar’s goods (“Products”) 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 Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

Separately from, and in addition to, your rights under the Australian Consumer Law, Lemaar offers a conditional warranty of its Products against defects in workmanship and materials for the normal working life of the Product (as specified in the table below) on the terms and conditions described in this document (“Warranty”).

For the purpose of this Warranty:

“Marine Grade Products” means Products made from 316L grade steel of a kind that has been subjected to 100 hours of salt spray without producing any detectible signs of corrosion;

“Ordinary Products” means Products that are not Marine Grade Products or Sensitive Products; and

“Sensitive Products” means Products that have a coated or plated surface and Products manufactured from reactive metals (such as copper and brass).

The normal working life of the Products will vary depending on the type of Products and the way in which the Products are used.

Subject to the conditions and exclusions in the remainder of this Warranty, Products are covered by Lemaar’s Warranty for the period corresponding with the relevant Product category and use as set out below:

Product Type	Internal use	Non-coastal external use	Coastal external use
Marine Grade	12 years from the date of sale	10 years from the date of sale	5 years from the date of sale
Ordinary	12 years from the date of sale	10 years from the date of sale	Nil
Sensitive	2 years from the date of sale	2 years from the date of sale	Nil

### 1 Exclusions

#### 1.1 Improper installation, use or care

Any loss or damage caused by improper installation, assembly, replacement, repair, misuse (including any use for a purpose other than which the Products are designed), abnormal wear, neglect, modification of the Products, or failure to follow Lemaar’s instructions is excluded from this Warranty.

Any loss or damage caused by circumstances beyond Lemaar’s control is excluded from this Warranty.

#### 1.2 Normal wear and tear

This Warranty does not cover Products in a state or condition that is determined to be normal wear and tear, or the result of neglect, fire or accidental damage.

## **2 Eligible purchaser**

This Warranty only applies to Products sold & installed within Australia.

This Warranty only applies to the person originally purchasing the Product from Lemaar and is not transferable.

To claim under this Warranty, you must notify Lemaar of the defect during the Warranty period and provide Lemaar with the defective Product and proof of purchase upon request.

## **3 Examination by Lemaar**

Lemaar has the right to require any Products subject to a warranty claim to be delivered to Lemaar in order to determine, whether or not in its reasonable discretion, the Products are defective and whether the fault (if any) is caused by faulty materials or workmanship.

## **4 Scope of Warranty**

This Warranty is limited to replacement of the Product, or part of the Product, that is determined to be defective.

Except to the extent expressly provided in this Warranty document, Lemaar is not responsible for costs, loss or damage whatsoever, whether it was caused directly or indirectly by the installation or use of the Product.

If it is determined that the Product is defective Lemaar will:

at its option, repair or replace the defective Product or defective part for free; and  
reimburse your reasonable freight expenses incurred in making the Warranty claim capped at a maximum of \$50 including GST.

## **5 Limitation of Liability**

To the extent permitted by law and subject to your rights under the Competition and Consumer Act 2010 (Cth) and related legislation, you agree that Lemaar will not otherwise be liable to you in respect of any direct, special, incidental, indirect or consequential loss or damage arising in connection with this Product. This clause will not be construed as excluding, qualifying or limiting your statutory rights or remedies where such exclusion, qualification or limitation would be prohibited by legislation.