



Spence Doors Warranty

Who is this warranty provided by and to?

This warranty is provided by Assa Abloy Door Group Australia Pty Ltd (*Company*) to the original purchaser (*Customer*) of doors and/or frames the subject of the warranty terms below. In providing this warranty, the *Company* understands the *Customer* has purchased the doors and/or frames for the purposes of re-supply.

What is the scope of this warranty?

Subject to the other terms and conditions in this document, the *Company* warrants for a period of TWO (2) years (*Warranty Period*) that all standard 'Spence Doors' brand doors and frames:

- (a) manufactured by the *Company* and
- (b) supplied to the *Customer*,

are of good material and workmanship, and free from any defects which render them unserviceable or unfit for the use for which they were manufactured. The *Warranty Period* commences from the date of supply to the Customer. Note that doors and/or frames larger than 2.4m high are not considered 'standard' and thus are not covered by this warranty unless the *Company* has agreed in writing to apply this warranty to its supply of such doors and/or frames to a specific Customer.

How should a claim be made under this warranty?

To make a claim under this warranty, any alleged non-conformity of the doors and/or frames with this warranty must be brought to the attention of the *Company* by the *Customer* when discovered, and in any event within the *Warranty Period*, by contacting the *Company* in writing and providing a copy of the contract

ASSA ABLOY DOOR GROUP Australia PTY Limited T/A SPENCE DOORS
ACN 004 519 331 ABN 50 004 519 331

(purchase order where relevant) under which the doors and/or frames (as applicable) were purchased, attaching evidence of the non-conformity, and allowing the *Company* to inspect the relevant doors and/or frames on request.

How will valid claims under this warranty be addressed?

The *Company* will assess any claim under this warranty and if, in the *Company's* reasonable opinion, doors and/or frames have not conformed with the warranty (and the warranty terms have been complied with), the *Company* will at its own option and expense:

- (i) provide replacement product (to the nearest matching specifications in the *Company's* current supply range);
- (ii) repair the product (or pay the cost of such repair by a third party); or
- (iii) refund the price the *Customer* paid for the product.

The *Company* will not be responsible under this warranty for any installation, hanging, painting or other activities the Customer considers should be undertaken in relation to replaced or repaired doors and/or frames under this warranty, or the costs of such activities.

What other rights or remedies may apply?

The benefits conferred by this warranty are in addition to any other rights and remedies in the respect of product manufactured and/or supplied by the *Company* arising under the *Competition & Consumer Act 2010* and any other applicable laws.

What exclusions apply to this warranty?

For the avoidance of doubt, this warranty excludes and does not apply to:

- (a) normal wear and tear;
- (b) damage caused to product as a result of misuse or any failure to properly maintain the product, or to adhere to directions provided by the Company regarding proper handling or care of product (including, but not limited to, those in the paragraph below);
- (c) doors/frames installed in a manner that is not in accordance with the relevant Australian Standard: AS2688;
- (d) damage caused to the product after the product are supplied by the Company;
- (e) unauthorized alteration, modification or repair to the doors and/or frames; or
- (f) doors/frames in relation to which any obligations on the customer under the applicable supply terms, or as referenced below, were not met.
- (g) Doors with moisture content below 12% and above 18%.

In this context of the exclusions above, note that:

- Natural variations in the colour, texture or grain pattern of the wood are not to be considered defects.
- Doors and frames must be accorded reasonable treatment by the *Customer* and should be stored or hung in dry building and not in damp, moist or freshly plastered areas.

- Doors must be stored flat to avoid bowing.
- The utility or structural strength must not be impaired in the fitting of the door, the application of hardware, or cutting and altering of the door for lights, louvres, panels or any special details.
- Normal show-through of frame components in doors shall not be considered a defect.
- Immediately after delivery, and prior to hanging, the entire door, including the top and bottom edges, must be sealed as per requirements stated in AS2311. Semi-gloss or satin finishes are recommended for all doors to reduce show-through.
- Exterior finishes applied strictly in accordance with applicable instructions shall be used on exterior doors and/or frames and doors and/or frames exposed to direct weather conditions should be finished with light reflective colours and have a rain deflecting section across head of frame.
- Doors exposed to direct weather conditions with no overhead protection should be metal clad (faces and edges).
- Regular maintenance should be provided to prevent deterioration.
- Doors should be sealed top and bottom as soon as delivered onsite
- Bowing of doors within the limits set out in Australian standard AS2688
- Factory priming is only to protect frames in transport and general handling. It is the responsibility of the customer to immediately on delivery of all frames apply 2 coats of compatible sealing priming to ensure corrosion or the like does not occur.
- Under NO circumstance will a warranty claim be accepted if frames are installed before checking that they are supplied correctly and are free from defects.
- Any other instructions regarding installation, maintenance or use of doors and/or frames purchased by the *Customer* set out in or linked from <https://www.spencedoors.com.au/au/en/legal/warranty> should be strictly adhered to.