# **CERTIFICATE** of WARRANTY

Advanced Home Systems Pty Ltd T/A Gate-A-Mation & Solar Autogates (ABN 37 615 145 397), herein named as "The Company" warrants the following products installed in Commercial and Industrial situations from defects in material and workmanship subject to the conditions shown below.

• All Automation products and Intercom products are covered by this warranty for a period of **ONE YEAR**, unless a clause in our quotation defines a longer period.

## **CONDITIONS**

## 1. Warranty

Unless otherwise stated in this warranty, **The Company** will at its sole discretion either replace or repair any, or part of the Product that is defective in material or workmanship within the abovementioned period without charge to the purchaser. Warranty repairs are only conducted on weekdays between 9am and 5pm.

#### 2. Other Warranty

Subject to any terms implied by law, this warranty contains the whole of **The Company** obligations and any agents, officers and employees of such agents and of **The Company** are not authorized to vary or extend the terms of the warranty. The benefits conferred by this warranty are in addition to the conditions and warranties implied by applicable legislation conferring rights upon consumers, which apply only to the extent to which they may not by law be excluded.

## 3. Exclusions

This warranty shall not apply to, or include, any of the following:

- 1. Batteries of any sort.
- 2. Any defect or failure due to accident, misuse, abuse, negligence, non-observance of any of the instructions supplied with the Product, choice of location, improper installation or of application or failure of a power source other than 240Volts AC, 50 Hz.
- 3. Any damage, of whatever nature to any part of the structures or gates, hinges or wheels that the product is fitted to. This clause specifically includes damage classified as warping, subsidence or collapse of structures or footings.
- 4. Any damage to the equipment, or installation, supplied by **The Company** that is caused by the failure of fencing, structures, walls, or gates that have not been supplied by the company. The Fencing, Structures, Walls or Gates that we install equipment on should be built to the relevant Australian Standards and should be able to resist the forces brought to bear by motor equipment even during fault conditions and during adverse weather.
- 5. If the Product is installed, repaired or serviced by a person who is not qualified.
- 6. Failure to obtain proper maintenance for the Product or any associated equipment or machinery as suggested by the manufacturer in the associated manual.
- 7. Failure to pay for the products in full or comply with **The Company** Trading Terms.
- 8. If the Product is used other than for any reasonable purpose for which it was manufactured, or is used in a way not specified by **The Company** or is modified in a way that **The Company** would not certify.
- 9. Deterioration due to normal use and exposure, including an act of god involving abnormal environmental conditions such as storm, tempest, lightning strike, floods or electrical surge.
- 10. Damage to the product caused by sand, water damage, rust corrosion, fire, vermin, insect slug or snail infestation.

## 4. Limitations

**The Company** is not liable for any consequential, indirect or accidental loss or damage or for any service not expressly provided herein (including without limitation liability for any loss or damage caused by a fault in the Product or its external wiring connections) and the liability of **The Company** under this warranty is limited to the repair or replacement of defective material or workmanship. Subject to **clause 2**, **The Company** is hereby excluded to the maximum extent permitted by law from all other liability in respect of the Product.

While **The Company** warrants, where applicable, that the Product is free from defects in materials and workmanship under normal use at the time of delivery, **The Company** does not warrant that the Product will meet any user specific requirements that have not been defined in writing prior to quotation, or that the operation of the Product will be uninterrupted or error-free.

## 5. Owner's Responsibilities

Maintenance of the Product and associated equipment and/or machinery is the responsibility of the owner. The owner must retain evidence for **The Company** that proper maintenance has been performed on the Product.

The owner must operate the Product in accordance with the Operating Instructions (provided).

Upon discovery of a fault the owner must immediately contact **The Company** with full details of the nature of the fault which will ensure the warranty remains valid. (Telephone 08-7099-2202).

If the Product is found to be working satisfactorily by **The Company** serviceperson or that the failure is attributable to parts not supplied or installed by **The Company**, a reasonable charge will be made for the cost of time and travel.