



Davcor Group Pty Ltd (Davcor) guarantees this product to be free from defects in materials and workmanship from the date of original purchase for the period set out in Appendix A. This warranty is for replacement of product only and is subject to the limitations listed below under "Warranty Terms". If the Customer has purchased products directly from Davcor under Davcor's then current terms of trade (Terms of Trade), to the extent that this warranty document conflicts with Davcor's Terms of Trade, the Terms of Trade supersede this document to the extent of the inconsistency.

This warranty has the following exclusions:

- Fair wear and tear.
- Damage to the product due to faulty installation or usage, or due to alteration or modification of the product.
- Tarnishing or damage to the finish of the product, including colour change due to weather, salt or chemical exposure.
- Batteries are not warranted.

Warranty Terms

(a) It is the responsibility of the Customer at the time of delivery of the product to undertake inspections of the product so as to determine the correct quantity of the product delivered; that they confirm to the description given in the delivery docket; and to satisfy the Customer of their general state and condition. If the Customer asserts any alleged defect or irregularity whether with respect to quantity, description, condition or otherwise of the product following inspection of the product by the Customer, the Customer must give telephone notice to the Supplier within 72 hours of receipt of the product and written notice as required under paragraph(e) within 14 days of the invoice date (which notice is to contain sufficient particulars of the alleged defect or irregularity).

- (b) If the Customer wishes to make a claim for breach of the warranty (other than under paragraph (a)), the Customer must make the claim as soon as the defect has become apparent but, in any event, no later than 14 days after the expiration of the warranty period (which notice is to contain sufficient particulars of the alleged defect or irregularity).
- (c) Davcor will only consider claims made after the times specified in paragraphs (a) and (b) in its absolute discretion and its decision will be final and binding on the Customer.
- (d) All claims under clauses (a) and (b) must be in writing and submitted to the place of purchase of the relevant product, together with details of the warranty claim, including a description of the defect, the date of supply, appropriate contact details and satisfactory proof of purchase. If requested by Davcor, the Customer will also need to return or, where return is not possible, make available, the product to the place of purchase for Davcor's inspection. No claim will be valid under this paragraph unless Davcor has tested the product and deemed it defective. The Customer must obtain a

return authorisation number from Davcor prior to the actual return of the product. Any packaged products can be returned only in their original and complete package and must be in a good and saleable condition.

- (e) When Davcor receives a valid warranty claim in relation to products, Davcor will, in its absolute discretion, either repair the defect or replace the product or supply equivalent products. If Davcor is unable to complete the repair or replace the product within a reasonable time, the Customer may request a full refund as long as the Customer has returned the product to Davcor.
- (f) When Davcor receives a valid warranty claim in relation to services, Davcor will, in its absolute discretion, either supply the services again or pay for the costs of having the services supplied again.
- (g) To the extent permitted by law, all guarantees, warranties, undertakings or representations expressed or implied, whether arising by statute, international convention or otherwise, are expressly excluded. Without limitation to the preceding sentence, no warranty or representation is made as to changes in the quality and/or performance of the products after delivery, including their corrosion resistance and durability of finish (especially as to those products that are exposed to the elements) and any and all terms and conditions in these respects are expressly excluded.
- (h) The Customer acknowledges and agrees that specially made to order products cannot be returned and there is no credit given on software, master keys or manuals.
- (i) Neither party will be liable to other party in respect of any loss of profits, business, custom, revenue, anticipated savings, goodwill, or contracts or any type of special, indirect, economic, punitive or consequential loss (including loss or damage suffered as a result of any claims brought by a third party) even if such loss was reasonably foreseeable or the party had been advised of the possibility of the other party incurring the same. Without limitation to the preceding sentence, Davcor will not be responsible for any re-installation, travel and/or other ancillary costs related to defective products.
- (j) The Customer indemnifies and keeps indemnified Davcor against all and any liabilities, claims, losses, damages and costs of whatsoever kind and howsoever arising in relation to any use made of the product or services by or on behalf of the Customer (including any re-supply of the products by the Customer to third parties).
- (k) Davcor reserves the right to alter product specifications and introduce improvements at any time and such changes will apply to products purchased by the Customer after the date of such change.
- (l) Subject to paragraph(m), if the Customer is a consumer within the meaning of the ACL, the following applies:
 - (i) Davcor's products and services are supplied with consumer guarantees that cannot be excluded under the ACL. For major failures with services, the Customer is entitled: (A) to cancel the service; and (B) to a refund of the used portion, or to compensation for its reduced value. The Customer is also entitled to choose a refund or replacement for major failures with the products. The Customer is also entitled to have the product repaired or replaced if they are not of acceptable quality and the failure is not a major failure. If a failure with the product or service does not amount to a major failure, the

Customer is entitled to have the failure rectified in a reasonable time. If this is not done, the Customer is entitled to a refund for the product and to cancel the contract for the service and obtain a refund of any unused portion. The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the product or service.

- (ii) Nothing in this document excludes or limits any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the ACL (including any consumer guarantee) which cannot be lawfully excluded or limited.
- (iii) The Customer's express warranties under this document are in addition to the Customer's rights and remedies under the ACL. The Customer's consumer guarantee rights under the ACL prevail to the extent that they are inconsistent with any limitations contained in the express warranty.
- (iv) If the product is provided by the Customer to Davcor for repair, they may be repaired using refurbished parts or may be replaced by refurbished products of the same type rather than being repaired.
- (v) If the Customer wishes to receive support or claim a remedy under a warranty under this document or the ACL, the Customer should contact Davcor as follows (including sufficient particulars of the alleged defect or irregularity):

Davcor Group Pty Ltd
14 John Hines Avenue Minchinbury NSW 2770 AUSTRALIA
Phone +612 9612 4747
email: warranty@davcor.com.au

- (m) If the Customer is a consumer within the meaning of the ACL and is purchasing products or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then despite any other provision of this document other than paragraph(f), Davcor limits its liability for failure to comply with a consumer guarantee as follows:
 - (i) provision of products: to any one or more of the following: replacement of the products or the supply of equivalent products; repair of the product; payment of the costs of replacing the product or of acquiring equivalent products; or payment of the costs of having the products repaired; and
 - (ii) provision of services: to any one or more of the following: re-supply of the services or payment of the costs of having the services re-supplied; and
 - (iii) otherwise, to the maximum extent permitted by law.

Appendix A to Davcor Warranty

Brand	Product	Warranty Period
Carbine and Lenlok	Cabinet Furniture	12 Months
Carbine and Lenlok	Cylinders & Keys	3 Years
Carbine and Lenlok	Electronic Cylinder & Keys, digital locks, electric locking	12 months
Carbine and Lenlok	Mechanical digital locks	5 years
Carbine and Lenlok	Door Hardware, Door locking	5 years
Carbine and Lenlok	General locks & hardware	5 years
Carbine and Lenlok	Padlocks	5 years
Carbine and Lenlok	Utility locks & Window locks	5 years
Lenlok	Toilet partition hardware and hinges	5 years
Carbine	Locksmith tools & supplies	12 months
Keyline	Electronic Keys and Remotes	12 months
Remoteworks	Electronic Keys and Remotes	12 months
Keysafes	Key safes	5 years
Keyline	Keyline machines	2 years
EVVA	Mechanical Master key system	12 months
EKA CyberLock	CyberLock Electro Mechanical Master Key System	12 months
dormakaba	Safe Locks	12 months
Kaba Mas	X-10 Locks	2 years
Lencare	All Ranges	12 months
CL	All CL products	2 years