

## Warranty Against Defects

In addition to complying with the requirements of any relevant legislation including without limitation the Competition and Consumer Act 2010 (Act) (**CCA**) that includes Schedule 1 of the CCA (**Australian Consumer Law**), Access Corporate Services Pty Ltd (ACN 142 688 284) (**ACORP**) provides consumers with the following warranty in relation to the Sabre® products listed in the table annexed to this Warranty at Annexure A (the **Products**) against defects in Workmanship and Materials, subject to the limitations and exclusions of this warranty policy (this **Warranty**).

In this Warranty:

- (a) **Material** means a material or component used by ACORP in the manufacture of the Products;
- (b) **Warranty Period** means the period noted in Annexure A from the date of purchase of the relevant Product. Different warranty periods apply to different Products; and
- (c) **Workmanship** means the handling, assembly and manufacturing processes performed by or on behalf of ACORP in order to manufacture the Products.

The benefits provided by this Warranty are in addition to the consumer guarantees under the Australian Consumer Law and other rights and remedies available to you under the Australian Consumer Law and this Warranty does not limit or replace these rights or remedies. You acknowledge that:

*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.*

### Warranty

ACORP warrants that for the duration of the relevant Warranty Period of each specific Product, all Products will be free of faults arising from defects in Workmanship or Materials, on the terms and subject to the conditions set out in this Warranty.

### How to make a Warranty Claim

All warranty claims 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 as soon as the defect has become apparent.

If requested by ACORP, you will also need to return or, where return is not possible, make available, the Product to the place of purchase for ACORP's inspection.

No claim will be valid under this Warranty unless ACORP has tested the Products and deemed them defective.

### Costs of making a warranty claim

ACORP will reimburse the person claiming the Warranty for the reasonable costs of transporting the Product to ACORP's head office for warranty assessment and for the delivery costs to supply the replacement product, only if ACORP accepts a warranty claim. If a warranty claim is not accepted the person claiming the Warranty will have to collect the Product or have the Product otherwise returned to them at their own cost.

In the event of a warranty claim where a Product is installed on site, ACORP will determine if a service technician is required to visit the site and will use its reasonable endeavours to coordinate with you (and if applicable any sub-contractor) a suitable time for the service call to occur. Upon site inspection, if a Product is found not to be defective, a service call-out fee will apply. Call out fees include the first 15 minutes of labour, and are charged at \$100 per hour, or part thereof after that.

### **What ACORP must do to honour this Warranty**

If, during a Warranty Period, any Product (or part thereof) has failed to operate correctly due to faulty Workmanship or defective Materials, ACORP undertakes that it will (at ACORP's option) replace (but will not install, refund or repair) the Product or any part of the Product (as the case may be) or provide an equivalent product or part free of charge provided that the further terms and conditions of this Warranty are met.

This Warranty is limited to replacement of the Product or its parts, as set out above, and shall not extend to any consequential or indirect losses or damages incurred by the purchaser or its customer. To the fullest extent permitted by law, ACORP will not be liable for any loss or damage in connection with loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage as a result of or in connection with the damage or defect of any of the Products supplied.

### **Warranty Exclusions and Conditions**

To the fullest extent permitted by law, this warranty will not apply or extend to:

- (a) products purchased other than from ACORP directly, or from a dealer authorised by ACORP to supply the Products in Australia;
- (b) damage/defects caused by or resulting from improper installation (other than installation by ACORP), misuse or negligent use (including use outside of the recommended use, or use of the Product beyond its designed or intended purpose), improper maintenance, neglect or unauthorised repairs or modifications;
- (c) fair wear and tear and ageing of the Product that occurs as part of its normal operation and use;
- (d) damage/defects caused by failure to take reasonable care, neglect, failure to comply with the manufacturer's instructions or specifications provided with the Product or any other documentation supplied with the Product (including in relation to installation, operation, maintenance or use), accident, fire, acts of God, tampering or unauthorised repairs by any persons or use of defective or incompatible accessories;
- (e) personal injury, property damage or economic loss, however caused;
- (f) claims in respect of the Warranty made outside 30 days from you becoming aware of the defect or from when a reasonable person should have become aware of the defect. This enables ACORP to promptly act and avoids further damages.
- (g) claims not accompanied by appropriate documentation evidencing the date of installation, the invoice number, the customer name and address and the alleged defect;
- (h) the costs incurred for the removal and/or installation of the Product or travelling time;
- (i) failure to meet all scheduled maintenance of any Product supplied, installed or serviced by ACORP as required to maintain the correct function of the Product;
- (j) Products that are not checked for correct fitting and function before installation; or
- (k) Stainless steel material which may not be free from tarnishing or discoloration. Tea staining does form part of a natural process and without proper maintenance staining will always occur. The Warranty does not cover tea staining of any stainless steel product.

ACORP reserves the right to alter Sabre® product specifications and introduce improvements at any time.

## **Contact**

If you have any queries in relation to this Warranty please contact us on:

Head Office: **Access Corporate Services Pty Ltd (ACN 142 688 284)**  
Post: 74-92 Gracie Street, North Melbourne VIC 3051  
Email: [info@sabre.com.au](mailto:info@sabre.com.au)

**ANNEXURE A****PRODUCTS AND WARRANTY PERIODS**

|                               | <b>Mechanical</b> | <b>Finish</b> |
|-------------------------------|-------------------|---------------|
| <b>Door Controls</b>          |                   |               |
| 732                           | 10 Years          | 12 Months     |
| 770                           | 5 Years           | 12 Months     |
| 625                           | 5 Years           | 12 Months     |
| 835                           | 10 Years          | 12 Months     |
| 836                           | 10 Years          | 12 Months     |
| 850                           | 10 Years          | 12 Months     |
| 8835                          | 5 Years           | 12 Months     |
| 893                           | 5 Years           | 12 Months     |
| 514/515                       | 10 Years          | 12 Months     |
| Sequence Selectors            | 5 Years           | 12 Months     |
| <b>Locks and Lock Sets</b>    |                   |               |
| 300 Series                    | 10 Years          | 10 Years      |
| 400 Series                    | 10 Years          | 10 Years      |
| 500 Series                    | 10 Years          | 10 Years      |
| 550 Night Latch               | 5 Years           | 5 Years       |
| 590/591 Deadlocks             | 10 Years          | 12 Months     |
| Cylinders                     | 10 Years          | 12 Months     |
| Euro Mortise Locks            | 5 Years           | 12 Months     |
| Hinged Security Screen Locks  | 10 Years          | 12 Months     |
| Sliding Security Screen Locks | 10 Years          | 12 Months     |
| <b>Entrance Handles</b>       |                   |               |
| All Designs                   | NA                | 5 Years       |
| <b>General Hardware</b>       |                   |               |
| Auto Flush Bolts              | 10 Years          | 12 Months     |
| Roller Bolt                   | 5 Year            | 12 Months     |
| Panic Bolts                   | 10 Years          | 12 Months     |
| Timber Flush Bolts            | 10 years          | 12 Months     |
| Aluminium Flush Bolts         | 10 Years          | 12 Months     |
| Push and Pull Plates          | NA                | 10 Years      |
| Strike Shields                | NA                | 5 Years       |
| Door Stops Zinc               | NA                | 12 Months     |
| Door Stops Stainless          | 5 Years           | 12 Months     |
| Flush Pull Zinc               | NA                | 12 Months     |
| Flush Pulls Stainless Steel   | NA                | 12 Months     |
| Hinges                        | 10 Years          | 12 Months     |
| Heavy Duty Hinges             | 25 Years          | 12 Months     |
| <b>Door Furniture</b>         |                   |               |
| R53 Lever on Rose             | 10 Years          | 5 Years       |
| R65 Lever on Rose             | 10 Years          | 5 Years       |
| Narrow Plate                  | 10 Years          | 5 Years       |
| Wide Plate                    | 10 Years          | 5 Years       |
| <b>Bathroom</b>               |                   |               |
| Grab Rails                    | NA                | 5 Years       |
| Back Rest                     | NA                | 5 Years       |
| Signage                       | NA                | 12 Months     |