



**TERMS AND CONDITIONS**

**1 DICTIONARY**

**Agreement** means the cover page, these terms and conditions and the credit application (where applicable).  
**Seller** means Danmar Doors WA.  
**Buyer** means the purchaser of the product manufactured or services rendered by Danmar Doors WA.  
**Payment Schedule** means the amounts agreed to on the quotation or otherwise agreed to in writing.  
**Product** means the products and/or services to be supplied by Danmar Doors WA described on the quotation.

**2 THE PRODUCT**

Danmar Doors WA agrees to provide the product and the buyer must pay the total contract price for the product.

**3 TERMS AND CONDITIONS**

This agreement constitutes the whole agreement between the parties. No other terms and conditions in any other document or any other written or oral representations bind the parties.

**4 PAYMENT BY THE BUYER**

The buyer must pay the total contract price plus the GST in the manner set out in the payment schedule. Danmar Doors WA must send the buyer an invoice for the balance of the total contract price on delivery of the product and the buyer must pay the amount in accordance.

**5 TIME FOR DELIVERY OR INSTALLATION**

Any dates given by Danmar Doors WA for delivery or installation are estimates only. If Danmar Doors WA is unable to deliver or install by the given date, Danmar Doors WA is not liable for any loss or damage arising out of the delay.

**6 RETURNS AND REPAIRS**

This clause operates without prejudice to any other clause in this agreement, and in addition to any warranties provided in Clause 10.

6.1 To Retail and Builders (only). Buyer may notify defects:

If the buyer regards the product as defective, the buyer may make a complaint:

- (a) by notifying Danmar Doors WA in writing or via email with attached photos within 48h after delivery or installation of the product, and
- (b) providing the original of this agreement to Danmar Doors WA and
- (c) providing proof of purchase by attaching an invoice

6.2 To Resellers or Supply only. Buyer may notify defects:

If the buyer regards the product as defective, the buyer may make a complaint:

- (a) by notifying Danmar Doors WA in writing or via email with attached photos within 24h after pick-up or delivery and BEFORE its INSTALLATION.
- (b) providing the original of this agreement to Danmar Doors WA and
- (c) providing proof of purchase by attaching an invoice

6.3 Danmar Timber Garage Doors may repair defects Danmar Doors WA must examine the notified defects within 30 days from the date of receipt of the complaint. If Danmar Doors WA confirms that the product is defective, then Danmar Doors WA may repair the product or, at its discretion, replace any defective product or parts thereof for a period of one year from the date of invoice. The buyer must pay for any service call made by Danmar Doors WA when, in the reasonable opinion of Danmar Doors WA, the call is made for the purpose of adjustment and not for the purpose of repairing the defect.

**7 PASSING OF RISK**

7.1 Risk in the product passes to the buyer on delivery to the site, or to a nominated carrier for transportation to the site, or to a place or site nominated by the buyer or at the buyer's discretion, and 7.2 Risk in the product passes to the buyer whether or not the buyer is present at the time of delivery to sign a receipt for the product, and

7.3 It is the buyer's responsibility to ensure products are safely secured on his premises while awaiting installation by the Danmar Doors WA installation team.

**8 SAFE SITE**

The buyer must ensure that the area required by Danmar Doors WA for installation work is clear of obstructions and is in a safe and secure condition for the performance of the work.

**9 CUSTOM MADE UNITS**

If the buyer provides Danmar Doors WA with details and measurements of floor levels, heights and openings and does not require Danmar Doors WA to inspect the site and verify the measurements, then any error does not entitle the buyer to reject the product.

**10 DAMAGE TO WORK OR PROPERTY**

10.1. Danmar Doors WA responsibility for damage

Danmar Doors WA must make good any loss or damage to the product or property of the buyer caused by Danmar Doors WA or Danmar Doors WA employees, agents or subcontractors.

10.2 General Exceptions

The buyer releases Danmar Doors WA from any claim or liability, including consequential loss or damage and loss of use and loss of profit, which is the result of delay, defective or faulty materials or workmanship, negligence or any act or omission by Danmar Doors WA.

10.3 Specific exceptions Danmar Doors WA is not liable for any loss or damage

caused directly or indirectly by:

- (a) operating a product by any device, electronic or otherwise, which was not supplied or installed by Danmar Doors WA
- (b) any masonry, rendered or other surfaces cracking or collapsing during or after the installation of the product
- (c) any defect or deterioration of timber, including drying out after installation of the product
- (d) any weakening or collapse of the structure to which the product is affixed occurring at any time after installation
- (e) any damage to or deterioration in the condition of the product occurring after delivery and before installation.

**11 CLEANING UP**

If the product includes installation, Danmar Doors WA must remove from the site all plant and equipment and all rubbish and surplus material relating to the installation. All demolished and surplus material is the property of Danmar Doors WA unless otherwise specified on the cover page.

**12 TITLE**

Title in the product shall pass to the buyer upon payment for the product in full.

**13 WARRANTY**

Subject to the statutory warranties Danmar Doors WA warrants that new product will be free from defects in materials and workmanship, from the date of purchase, for periods as specified.

STRUCTURAL: Danmar warrants that your door will be free from all structural defects for a period of 4 years.

INSTALLATION: Refer to Clause 14.c below.

SERVICING: Danmar Doors WA recommends the garage door to be serviced by a qualified technician in accordance to the following schedule: Residential single and double garage door under 14m<sup>2</sup> or 150Kg every 12 months. Commercial or Extra-large door (over 14m<sup>2</sup> or 150Kg) to be service every 6 months. All warranty claims are subject to the customer producing a satisfactory service history.

**14 CONDITIONS OF WARRANTY**

- (a) Correct Use: The warranties only apply to a unit used by the buyer correctly and reasonably and the product is maintained and serviced by the buyer as recommended by Danmar Doors WA.
- (b) Follow Instructions: The warranties only apply if the buyer observes instructions or directions provided with the product.
- (c) Installation by Danmar Doors WA: The warranties cover, for a period of 12 months, defects in or malfunction of the product resulting from faulty installation of the product by Danmar Doors WA. Danmar Doors WA does not warrant product faults caused as a result of installation carried out by another contractor.
- (d) Reasonable Repairs: The warranties only cover repairs in a manner Danmar Doors WA considers reasonable including, if necessary, the touch-up of surface coatings.
- (e) Proven Defects: The warranties only apply to repairs of proven defects in materials and workmanship.
- (f) Proof of Purchase date: The buyer must establish to the reasonable satisfaction of Danmar Doors WA or such distributor, the date of purchase or installation (as the case may be).
- (g) Environmental Conditions: The warranties do not cover damage to the surface coatings or the base materials of the unit caused by proximity to the seafront, or similar corrosive conditions.
- (h) Events Beyond the Control of Danmar Timber Garage Doors: The warranties do not cover defects in or malfunction of a product due to an event or acts beyond the control of Danmar Doors WA.
- (i) Model Modifications: The warranties do not require Danmar Doors WA to incorporate any modifications made to existing or future models of the product in products sold under these warranties.
- (j) Labour and Materials: The warranty covers the cost of both the faulty component(s) and the labour involved in replacing/repairing the faulty component(s) but not travel expenses where the product is installed outside the metropolitan area.

**15 LIMITATION OF DANMAR TIMBER GARAGE DOORS OBLIGATIONS**

Danmar Doors WA obligations under these warranties are limited to those contained in this Clause 16.

**16 APPLICATION OF WARRANTIES**

The warranties above or any terms and conditions of this agreement shall only be applied to the extent permitted by the provisions of the Trade Practices Act 1974, or any terms and conditions or warranties expressed or implied by any relevant state act or territorial ordinance or by the general law.

**17 JURISDICTION**

The agreement for the supply of the product by Danmar Doors WA to the buyer shall be governed by the law of the state or territory in which Danmar Doors WA accepts the buyers order and Danmar Doors WA and the buyer submit to the jurisdiction of the courts of that state or territory.