

Chamberlain Terms and Conditions of Supply

- 1. Glossary** - The word "Chamberlain", where it appears in these terms and conditions can be substituted for any or all of Chamberlain Australia Pty Ltd and/or Chamberlain New Zealand Ltd.
- 2. Order** - Chamberlain may refuse to accept any order that does not meet its minimum requirements, from time to time, or otherwise in its complete discretion.
- 3. Payment**
 - 3.1** Payment will be made without deduction on or before the due date as agreed, upon acceptance of the application for credit or the twentieth day of the month following the date of invoice or delivery of the goods, whichever is the earlier.
 - 3.2** If full payment is not received by Chamberlain from the Customer by the due date, then the Customer will be in default under these terms and conditions and Chamberlain may exercise all of its rights and remedies available under these terms and conditions and at law.
 - 3.3** If the debt has not been settled by the due date, Chamberlain reserves the right to do any or all of the following:
 - (a)** Charge the Customer interest on amounts overdue at the rate of 2.5% per month, calculated and payable on a daily basis from the due date until the date of payment (inclusive of both dates).
 - (b)** Withhold the further supply of goods and services to the Customer.
 - (c)** Vary or withdraw any approved credit limits and/or terms of supply.
 - (d)** Terminate these terms and conditions.
 - (e)** Recover or resell its goods and have its employees or agents enter the Customer's premises, or any other premises on which the goods are stored, for that purpose. Chamberlain need not make any further payment or provide any other consideration to the Customer to have all necessary irrevocable authority from the Customer to resell the goods.
 - 3.4** The Customer will be responsible for the Customer's own legal costs and all expenses which may be incurred by Chamberlain as a result of the default, including Chamberlain's legal and debt collection agency costs and any other cost incurred in recovering amounts due or exercising any other rights and remedies against the Customer.
 - 3.5** At no time will the Customer be entitled to exercise any right of credit, set-off or counterclaim on amounts due to Chamberlain.
- 4. Price**
 - 4.1.** All goods are supplied at the prices ruling as of the delivery date and Chamberlain reserves the right to pass on to the Customer any change in price after the date of any quotation. Prices are subject to change without notice. Chamberlain's current price list is available from Chamberlain on request.
 - 4.2.** All prices are exclusive of goods and services tax and any other tax or levy that may be applicable under law. All taxes and levies that are applicable are payable by the Customer and are additional to the prices quoted by Chamberlain.
 - 4.3.** Chamberlain reserves the right to charge the Customer, at its discretion, freight charges to all country areas, states and capital cities.
- 5. Return of goods**
 - 5.1.** The Customer must notify Chamberlain in writing of any claimed errors or defects in the goods within seven days of receipt of the goods or the date of Chamberlain's invoice, whichever is the earlier. The Customer must cooperate and allow Chamberlain to undertake any investigation in relation to the claim or the goods.
 - 5.2.** Goods may only be returned with the consent of Chamberlain. All returned goods will require a goods return number allocated by Chamberlain before being accepted by the receiving warehouse.
 - 5.3.** Return of goods is at the Customer's cost and a handling fee of 20% of the price of the goods may be charged, at the discretion of Chamberlain, for all goods returned.
 - 5.4.** Returned goods must be in new condition and have original packaging.
- 6. Liability on claims**
 - 6.1.** To the fullest extent permitted by applicable law, Chamberlain's liability for breach of any term, condition or warranty, express or implied, or statutory or otherwise is limited to the replacement or repair of goods (or part) or payment of the cost of repairing or replacing the goods (or part), as Chamberlain chooses.
 - 6.2.** Other than as set out in clause 6.1, Chamberlain accepts no liability or responsibility and the Customer has no claim whatsoever against Chamberlain in any way, in connection with the goods, or with any conduct or omissions by Chamberlain, except pursuant to Chamberlain's express warranty in clause 9.
 - 6.3.** Chamberlain will not be liable for any consequential indirect or special loss of any kind or any loss caused by the Customer's servants, agents or any persons whatsoever.
 - 6.4.** A refund will be available in respect of standard off the shelf items provided the requirements of clause 5.1 are satisfied and the goods are returned within 21 days of delivery. A refund will not be available in respect of non standard or modified goods, unless authorised by Chamberlain.
- 7. Ownership**
 - 7.1.** Property in the goods remains with Chamberlain until all monies owed by the Customer to Chamberlain (whether under these terms or conditions or otherwise) has been paid in full or until property in the goods has passed to a third party in accordance with this clause 7.
 - 7.2.** Until the goods have been paid for in full, the following terms will apply:
 - (a)** When dealing with the goods, the Customer acts as principal as between the Customer and any third party and acts as agent as between the Customer and Chamberlain.
 - (b)** The Customer holds the goods in a fiduciary capacity as bailee for Chamberlain and must store the goods separately so that they are identifiable as Chamberlain's property and keep separate records for the goods.
 - (c)** If the goods are sold, the proceeds of the sale will be the property of Chamberlain and must be held by the Customer on a fiduciary basis in a separate bank account for the benefit of Chamberlain. Such proceeds will be payable to Chamberlain immediately without demand.
 - (d)** The Customer must maintain the goods in a good, undamaged and saleable condition.
 - (e)** Chamberlain may, at any time, pass title in the goods to the Customer by giving written notice to the Customer and the Customer may sell the goods provided that the sale is in the ordinary course of its business at arms length and at full market value and in accordance with these terms and conditions.
- 8. Risk** - Risk in any goods supplied to the Customer will pass to the Customer when Chamberlain parts with possession of the goods in accordance with these terms and conditions, whether or not ownership has passed to the Customer.
- 9. Warranty** - Goods are supplied under the warranty provided with the goods. The warranty is extended where necessary to comply with the applicable laws in the country where the goods are sold by Chamberlain to the Customer. Chamberlain will only supply warranty service to goods that have been paid for in full and if the Customer is not in breach of any of its obligations to Chamberlain under these terms and conditions or any other agreement. If Chamberlain attends a claim for warranty on site and the fault is found to be the result of a non warranty issue, Chamberlain reserves the right under these terms and conditions to charge the Customer Chamberlain's current rate for service calls as at the time of the service. The warranty will not apply in respect of defects which are attributable to accident, fair wear and tear or any action, omission or neglect of the Customer or its agents.
- 10. Information and Privacy Act** - For the purpose of facilitating the efficient running of Chamberlain's business, the Customer authorises Chamberlain to collect all information it may require from any third party and authorises those third parties to release that information to Chamberlain and to hold all information given by the Customer or any third party to Chamberlain. The Customer may request access to and correction of such information at any time.
- 11. Intellectual property**
 - 11.1.** All rights, title and interests in or to all trade marks, patents, inventions, discoveries (including serendipitous discoveries), copyright (including future copyright), designs, business and domain names, know-how, concept, idea, reputation, trade secrets, goodwill and any other intellectual, industrial or commercial property in or relating to the goods or any related advertising, promotional, distribution or sales information provided by Chamberlain under these terms and conditions are, and will remain, the property of Chamberlain. The Customer will have no right in such property and will not be permitted to use such rights without the prior written consent of Chamberlain.
 - 11.2.** The Customer may engage in internet selling of the goods with the prior written consent of Chamberlain, such consent may be given or withheld in Chamberlain's absolute discretion.
- 12. Delivery** - Chamberlain will make every effort to keep to delivery schedules, but will not be liable for any delivery delays whatsoever. All goods are supplied "ex works". Point of delivery will be to the Customer's premises unless otherwise agreed in writing.
- 13. Waiver and forbearance** - All of Chamberlain's rights will remain in full force despite any failure, delay or partial exercise in enforcement. Chamberlain will not be deemed to have waived any right unless that waiver is in writing and signed by a duly authorised officer of Chamberlain. Any waiver will apply only to that particular matter in respect of which it is given.
- 14. Assignment** - Chamberlain is entitled, at any time, to assign to any other person all or part of the debt owed by the Customer. The assignee will be entitled to claim full rights to set off or counter claim against the Customer, its charge holders or successors in respect of the debt or part of the debt which is assigned. The Customer is not entitled to assign or subcontract any of its rights or obligations under these terms and conditions without the prior written consent of Chamberlain.
- 15. Entire contract** - Chamberlain and the Customer agree that:
 - (a)** these terms and conditions express the complete agreement between them;
 - (b)** there has been no representation made by either party to the other except as expressly set out in these terms and conditions;
 - (c)** these terms and conditions override any inconsistent terms and conditions of the Customer; and
 - (d)** these terms and conditions are subject to change by written notice from Chamberlain to the Customer.
- 16. Termination**
 - 16.1.** These terms and conditions (including any unperformed obligations of Chamberlain) may be terminated by notice in writing from Chamberlain to the Customer in the event that the Customer:
 - (a)** is in breach under clause 3 or any other obligation owed to Chamberlain; or
 - (b)** becomes insolvent;
 - (c)** becomes subject to the appointment of an administrator, receiver, receiver and manager, liquidator, statutory manager or any other person carrying out an equivalent function;
 - (d)** commits an act of bankruptcy;
 - (e)** makes a scheme of arrangement with its creditors; or
 - (f)** has its membership to the Chamberlain Plus Dealer Program revoked by Chamberlain (if applicable).
 - 16.2.** On termination, no further goods and services will be supplied by Chamberlain to the Customer and the Customer must immediately:
 - (a)** pay Chamberlain any sums due to Chamberlain under these terms or conditions or any other agreement or order;
 - (b)** cease all use of, and return or destroy, Chamberlain's intellectual property, including any advertising or promotional materials; and
 - (c)** provide details to Chamberlain of any unfulfilled orders or enquiries received by the Customer in respect of the goods.
- 17. Cancellation** - Following Chamberlain's acceptance of an order, no purported cancellation of any order by the Customer will be effective unless and until accepted by Chamberlain in writing.
- 18. Errors and omissions** - Chamberlain reserves the right to correct any clerical errors or omissions in any quotation at any time, including but not limited to any errors in computation in any quotation, whether or not the correction results in an increase or decrease in the price or any other change to the quotation or any order placed on the basis of the quotation.
- 19. Governing law and jurisdiction** - The governing law is New South Wales, Australia and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Chamberlain 24 Month Limited Warranty Commercial Door Operators

Chamberlain Australia Pty Limited / Chamberlain New Zealand Limited (**Chamberlain**) is committed to manufacturing and supplying high quality goods. As part of this commitment, we seek to provide reliable service and support for our goods and are pleased to provide you, the original purchaser, with this Chamberlain Limited Warranty.

We also provide the following statement as required by the Australian Consumer Law: In Australia, in addition to your rights under this Chamberlain Limited Warranty, 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 for 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.

Chamberlain's warranty

Chamberlain warrants to the original purchaser of the Grifco product (Unit) that:

- 1 The Commercial Door Operator found in this book is free from defects in materials and workmanship for a period of 24 months from the date of purchase or, when a particular operator states a cycle-count warranty, that cycle-count is reached (which ever comes first).
- 2 Genuine accessories are free from defects in materials and workmanship for a period of 12 months from the date of purchase.
- 3 Genuine spare parts are free from defects in materials and workmanship for a period of 6 months from the date of purchase.

During the applicable Chamberlain Warranty period, if you are concerned that the Unit may be defective, call our service centre on the toll free number below before removing the Unit and a Chamberlain technician will diagnose the problem. Once the problem has been diagnosed, subject to your rights under the Australian Consumer Law with respect to major failures, Chamberlain will provide you with:

- 1 parts for repair by a qualified or authorised repairer; or
- 2 shipping instructions for a factory repair or replacement.

If a factory repair or replacement is required, provided the defective part or Unit is returned to Chamberlain well-packaged and in accordance with Chamberlain's shipping instructions, Chamberlain will, subject to your rights under the Australian Consumer Law with respect to major failures:

- 1 in relation to the Unit (excluding the electric motor), repair or, at its option where permissible, replace any defective part or Unit (excluding the electric motor) and return it to you at no cost; and
- 2 in relation to the electric motor, replace the electric motor and return it to you at no cost.

Where the Unit has been installed by an authorised installer, you must call them for prompt on-site service. Chamberlain will furnish replacement parts free of charge through the authorised installer. A service fee for on-site service may apply.

Repairs and replacement parts provided under this Chamberlain Limited Warranty are provided free of charge and are warranted for the remaining portion of the original warranty period.

This Chamberlain Limited Warranty provides benefits which are in addition to your other rights and remedies as a consumer.

Exclusions

If our service centre determines that a warranty claim has been made in respect of a failure or defect arising under or out of any exclusion detailed below such that the claim is not covered under this Chamberlain Limited Warranty, we may, subject to your other rights and remedies as a consumer, charge you a fee to repair, replace and/or return the Unit to you.

This Chamberlain Limited Warranty does not cover any failure of, or defect in, the Unit due to:

- 1 non-compliance with the instructions regarding installation, operation, maintenance and testing of the Unit or of any product with which the Unit is used;
- 2 any attempt by a person other than an authorised installer to change settings, repair, dismantle, reinstall or move the Unit to another location once it has been installed;
- 3 tampering, neglect, abuse, wear and tear, accident, electrical storm, excessive use or conditions other than normal commercial use;
- 4 use of the Unit in conjunction with controls which have not been supplied, or pre-approved, by Chamberlain;
- 5 problems with, or relating to, the commercial door or commercial door hardware, including but not limited to the door springs, door rollers, door alignment, hinges, guides, slats and drums; or
- 6 problems caused by electrical faults.

If this Chamberlain Limited Warranty does not apply, you may have rights available to you under the Australian Consumer Law.

Liability - Australia only

Except as set out in the Australian Consumer Law (being Schedule 2 of the Competition and Consumer Act 2010) (as amended, consolidated or replaced):

- 1 all other guarantees, warranties and representations in relation to the Unit or its supply are excluded to the extent that Chamberlain can lawfully exclude them; and
- 2 under no circumstances will Chamberlain be liable for consequential, incidental or special damages arising in connection with the use, or inability to use, the Unit, other than those which were reasonably foreseeable as liable to result from the failure.

Liability - New Zealand only

Except as set out in the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 (as amended, consolidated or replaced):

- 1 all other guarantees, warranties and representations in relation to the Unit or its supply are excluded to the extent that Chamberlain can lawfully exclude them; and
- 2 under no circumstances will Chamberlain be liable for consequential, incidental or special damages arising in connection with the use, or inability to use, the Unit, other than those which were reasonably foreseeable as liable to result from the failure.

Note

We request that you retain your sales docket or invoice as proof-of-purchase and attach it to this manual to enable you to establish the date of purchase in the unlikely event of a warranty service being required. Chamberlain reserves the right to change the design and specifications of the Unit without prior notification. Some features or accessories of the Unit may not be available in certain markets or areas. Please check with your distributor.

Chamberlain service centre contact details

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