

# Limited Lifetime Warranty & Limitation of Liability

## 1. GENERAL CONDITIONS

These Warranty conditions apply to all products manufactured by D&D Technologies (D&D) except MagnaLatch® ALERT Gate Alarm, KwikFit® Aluminium Gate Hinges, SureClose® Gate Closers & Hinges and D&D Stainless Steel Gate Latches and Hinges. See section 3 below for specific Warranty details applying to these four product lines.

1.1 Subject to the conditions and limitations set out below, D&D Technologies (D&D) warrants that for so long as the original purchaser of a product manufactured by D&D owns that product (the Product) it will be free from all defects due to faulty design, materials or workmanship.

1.2. If a defect in the Product appears the purchaser must advise D&D within 14 days of discovering the defect and return the defective item, comprising either the Product or a defective component of the Product (the Item), to D&D or its agent, freight prepaid, together with proof of purchase whereupon D&D will, at its option and cost, repair or replace the defective Item with the same or an equivalent Product or component. D&D will not be liable for labour or any other costs associated with the dismantling, return or reassembly of the Product or any frame or structure to which it is affixed.

1.3. This warranty does not apply in respect of defects due to or arising from:

- (a) normal wear and tear;
- (b) the failure to follow any procedures specified or recommended by D&D for the installation, operation, and maintenance of the Product;
- (c) any act or circumstance beyond D&D's control including tampering, unauthorised repairs, misuse, abnormal use, abuse, accident, damage after delivery to the consumer, damage caused by events beyond human control including but not limited to damage caused by animals or natural events, surface tarnishing and/or damage to components caused by corrosion or other environmental conditions;
- (d) any defect of or in any framework or material supporting the Product; or
- (e) the faulty workmanship of any person other than D&D, including the installer of the Product.

1.4. This warranty is personal to the original purchaser of the Product or to the first consumer where the Product has been installed by a contractor for the benefit of the consumer and may not be assigned without D&D's prior written consent.

1.5. This warranty gives you specific legal rights which are in addition to, and do not replace, other rights and remedies you may have at law and which may vary from state to state in your jurisdiction.

1.6. Except as expressly granted in this warranty or where to do so would contravene a law in the purchaser's jurisdiction D&D's liability as regards any contractor is limited in respect of all other loss, damage or injury of any kind whatsoever (including any direct, indirect or consequential loss or damage, loss of profits or loss of opportunity) arising in connection with the Product, or the supply, condition or use of the Product, including as a result of any negligence, misrepresentation, or other default on the part of D&D, its officers, employees, agents or contractors or otherwise, to the value paid by the contractor for the Product giving rise to the loss, damage or injury. For any specific questions about the D&D Technologies Warranty or to make a warranty claim, please visit our website at:

www.ddtechglobal.com to locate your nearest D&D Technologies office or contact D&D Technologies in:

AUSTRALIA: on 1800 500 203 or (02) 9454 7800. Email: sales@ddtech.com.au

NORTH AMERICA: on (800) 716 0888 or 714 677 1300. Email: info@ddtechusa.com

EUROPE: on +31 (0)30 291 98 47. Email sales@ddtech.nl

UNITED KINGDOM: on +31 (0)30 291 98 47. Email sales@ddtech.nl

## 2. JURISDICTION SPECIFIC WARRANTY DETAILS:

The warranty details in this section apply to the jurisdictions identified below in addition to the conditions in section 1.

### 2.1 Australia

In Australia, the Product comes with guarantees that cannot be excluded under the Australian Consumer Law (the ACL). 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 Product repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure. To the extent permitted under the ACL and equivalent legislation, D&D's liability for failure to comply with the consumer guarantees under the ACL (other than sections 51, 52 and 53 of the ACL) in respect of the supply of Products not of a kind ordinarily acquired for personal, domestic or household use or consumption is limited, at D&D's option, to:

- (a) if the failure relates to the supply of goods, the replacement, repair or payment of the cost of replacement or repair of the goods; or
- (b) if the failure relates to the supply of services, the supply of those services again or the payment of the cost of having those services supplied again.

### 2.2 United Kingdom

In the United Kingdom, consumers purchasing the Product have rights that cannot be excluded under the Consumer Contracts Regulations and the Consumer Rights Act.

### 2.3 Europe

In Europe, purchasers may have additional rights under the EU Regulations, EU Member State laws or directly applicable EU Directives.

### 2.4 North America

In North America, some States do not allow the exclusion or limitation of incidental or consequential damages, so the exclusion in 1.6 may not apply to purchasers in those States.

## 3. PRODUCT SPECIFIC WARRANTY DETAILS:

In addition to any rights or remedies expressly granted by law, D&D also offers the following product specific warranties:

### 3.1 MagnaLatch® ALERT Gate Latch:

This Product has 3 components which attract the following different levels of warranty support:

- (1) MagnaLatch® Mechanical – limited Lifetime Warranty applies – see sections 1 and 2 (as applicable to your specific jurisdiction).
- (2) ALERT Alarm & Electronics – two (2) years after purchase – see section 3.2 below.
- (3) Battery – no warranty applies.

### 3.2 ALERT Alarm & Electronics

D&D Technologies, at its discretion, will repair, replace or make appropriate adjustments where D&D Technologies' inspection discloses any such defects in the ALERT Alarm & Electronics defects occurring in normal usage as classified above within two (2) years after purchase.

### 3.3 KwikFit® Aluminium Gate Hinges – covered by 2-Year Warranty

D&D Technologies, at its discretion, will repair, replace or make appropriate adjustments where D&D Technologies' inspection discloses any such defects in the KwikFit® Gate Hinges occurring in normal usage within two (2) years after purchase.

### 3.4 SureClose® Gate Closers & Hinges – covered by 2-Year Warranty

D&D Technologies, at its discretion, will repair, replace or make appropriate adjustments where D&D Technologies' inspection discloses any such defects in the SureClose® Gate Closers & Hinges occurring in normal usage within two (2) years after purchase.

### 3.5 D&D Stainless Steel Gate Latches & Hinges – covered by 2-Year Warranty

D&D Technologies, at its discretion, will repair, replace or make appropriate adjustments where D&D Technologies' inspection discloses any such defects in the D&D Technologies' Stainless Steel Gate Latches & Hinges occurring in normal usage within two (2) years after purchase.



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