

FIVE(5) YEARS MANUFACTURER WARRANTY

1st June, 2024

1 Definition:

- 1.1 **Company** Timber Horizon Pty Ltd (D4 Doors)
- 1.2 **Products** D4 Doors Cavity Units
 - A. D4 Doors Complete Cavity Units
 - B. D4 Doors Complete Plus Cavity Units
 - C. D4 Doors Ultraline Cavity Units
 - D. D4 Doors Push Open
- 1.3 **Customer** Any person or company placing an order with D4 Doors products including from any of Timber Horizon's authorized suppliers.

2 Introduction (ACL Mandatory)

- 2.1 D4 Doors assures that its cavity sliders and sliding track & fittings are provided in a condition suitable for their intended use, free from manufacturing defects and material imperfections, Five(5) years from the date of delivery of the product to you.
- 2.2 Products provided by D4 Doors are backed by guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to:
 - 2.3.1 cancel your service contract with us, and
 - 2.3.2 refund for the unused portion, or reimbursement for its reduced value.

The Customers are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does amount to major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

Additionally, the customer has the right to be compensated for any other reasonably foreseeable loss or damage resulting from a failure in the products.

3 Warranty Options

- 3.1 Both parties are aware that this warranty is limited to on the of the following options, at the Company's discretion.
- 3.2 Repair or cost of repair of the products; or
 - 3.2.1 The replacement or cost of the replacement of the same product; or
 - 3.2.2 The supply or cost of supply of equivalent goods; or
 - 3.2.3 The refund of the original invoice value paid for the products.
- 3.3 Both parties acknowledge and agree that:
 - 3.3.1 The company reserve the right to replace products with updated design other than the original products of the warranty; and
 - 3.3.2 Unless required by law, repairing, replacing, or resupplying a product under this warranty will not extend or reset the warranty period. The original warranty terms remain in effect.; and
 - 3.3.3 If we approve a refund for a successful claim, we may request the return of the goods. If we do:
 - a) We'll issue the refund once the goods are back in our possession, as outlined in our terms and conditions.
 - b) A 15% restocking fee may apply, based on the original purchase price, to cover our return costs.

4 Conditions and exclusions

- 4.1 To the full extent permitted by law, this Warranty does not cover: Fair wear and tear including but not limited to serviceable or replaceable parts and powder coated/pre-finished surfaces;
- 4.1.1 Natural variations in the colour, texture and grain pattern of timber, plastic and aluminium componentry of the products; Fading, darkening or colour change in finished surfaces of the products, including powder coated finishes, caused by normal weather conditions;
 - 4.1.2 Defects, faults or failures caused by damage during transport of the item(s), unless items are transported by the Company or its agent;
 - 4.1.3 Products not being correctly installed and maintained according to the Company's written instructions;
 - 4.1.4 Products that were modified;
 - 4.1.5 Failure caused by use in situations where the Manufacturer's specified capacity is exceeded.
 - 4.1.6 The installation, or the cost of installation of a replacement product supplied under this warranty unless the installation was carried out by the Company or its agents;
 - 4.1.7 Products neither intentionally nor accidentally misused, abused, or neglected.
 - 4.1.8 Defects, faults, failures or allowances permitted in accordance with the Australian Standards;
 - 4.1.9 Damage not incurred due to environmental conditions, natural disasters, or other occurrences beyond the Company's control;
 - 4.1.10 The company will not be liable if the products are installed or used before checking that they are supplied correctly and are free from defects.
 - 4.1.11 Any liability We may have in contract, tort (including but not limited to negligence or breach of statutory duty), personal injury or property damage caused in anyway, or otherwise to compensate You for:
 - a) Additional costs or expenses incurred;
 - b) Loss of profits, revenue, business, contracts or expected savings;
 - c) Losses or expenses resulting from third-party claims;
 - d) Any special, indirect or consequential losses or damaged of any kind.

5 Claims Procedure

5.1 Following procedures are required to be taken to make a claim under this warranty:

- 5.1.1 Claims must be notify us in writing;
- 5.1.2 Claims must include:
 - a) Full name, address and contact number;
 - b) Original proof of purchase;
 - c) A description of the defects and photos where possible;
- 5.1.3 Claims must be submitted to D4 Doors' authorized supply; or directly to D4 Doors at 2/14 Weld St, Prestons NSW 22170; or email to info@timberhorizon.com.au;
- 5.1.4 Claims for non-conforming deliveries (incomplete defective or incorrectly supplied) will only be considered if made within 14 working days of receipt or delivery of products. All delivery checks are the responsibility of the customer;
- 5.1.5 We will contact you arrange for the products to be inspected and provide resolution as soon as we can;
- 5.1.6 You acknowledge and agree to
 - a) Promptly provide the Company with requested assistance, information or details to allow us to investigate the claim; and
 - b) Make the products available for inspection by the Company or its agents between 9am-5pm, Monday-Friday, or at a mutually agreed time.
- 5.1.7 When assessing a claim, you acknowledge that we have the right to decide whether you have:
 - a) Followed Australian Standards;
 - b) Followed the manufacturer's instructions;
 - c) Followed any other instructions provided;
 - d) Followed any good practice recognized by third-party professionalsFor the products related to the claim.
- 5.1.8 If you breach the terms of this warranty, you may lose your entitlement to make a claim for specific products.