

**Dominator Rodney (2018) Limited**  
**CEDAR AND CUSTOM-MADE DOOR WARRANTY**

**1. WHEN DOES THIS WARRANTY APPLY?**

This warranty is only available for garage doors purchased from Dominator Rodney (2018) Limited (“the Manufacturer”) and only applies when:

- a) You purchase a Cedar or custom-made door;
- b) The products are purchased and installed after the 1<sup>st</sup> of March 2018.

**2. WHAT DO WE WARRANT?**

This Warranty covers the repair or replacement of a door that has a manufacturing or material defect that is not the result of normal wear and tear, or a natural characteristic of the material used.

The Manufacturer will either repair or replace (at the Manufacturer’s option and in a manner the Manufacturer considers reasonable) a door covered by this warranty for a period of 2 years from the date of installation by an approved installer.

**PLEASE NOTE:** This warranty:

- a) is in addition to any statutory, non-excludable guarantees or warranty rights and remedies under the law (see section 5 below);
- b) is subject to:
  - i) the exclusions in section 4;
  - ii) you complying with the Manufacturer's instructions concerning installation, operation, maintenance and testing;
  - iii) the door and opener having been serviced by the Manufacturer, within 12 months of installation (to allow for the door to settle) and after that service, at least once every 2 years;
  - iv) you complying with all application and maintenance guides set out by the coating system supplier, i.e. maintaining the finish that has been applied to the door;
- c) applies to the original property where the door and opener have been installed; and
- d) will not be extended for products or parts repaired or replaced under this warranty;

**3. MAKING A CLAIM**

Please follow these steps to make a claim under this warranty:

- a) Contact the Manufacturer to make your claim.
- b) You will need to provide the date of installation and invoice.
- c) If the Manufacturer or the Manufacturer’s representative confirms the product failure is covered by this warranty, the Manufacturer will repair or replace the product (at the Manufacturer’s sole option). Product presented for repair may be replaced or repaired by refurbished goods or parts, of the same type.

#### **4. PARTS AND FAILURES THAT ARE NOT COVERED BY THIS WARRANTY**

This warranty does not cover the following:

- a) Any openers, locks, accessories or any other parts not manufactured by the Manufacturer;
- b) adjustment or replacement of springs due to normal wear and tear;
- c) natural variations to timber colour or appearance;
- d) any defect or deterioration of timber, including drying out, cupping or shrinking after installation of product;
- e) any damage to or deterioration in the condition of the product occurring after delivery and before installation;
- f) accidental, deliberate or negligent damage, including damage from impact;
- g) the product not being configured or used in accordance with the Manufacturer's instructions or other unreasonable use, or failure to observe any instructions or directions provided with the product;
- h) faulty installation of the product by a third party;
- i) lack of proper maintenance, service or care of the product or servicing by a person not appropriately qualified to do so;
- j) painting, staining or any other charges arising from the replacement of the product;
- k) travel expenses incurred by the Manufacturer or its approved distributor in either travelling to and from or transporting the product to and from your premises;
- l) additional access expenses incurred by the Manufacturer or an approved distributor in obtaining access where the product is not readily accessible;
- m) the product being fitted with any closing device which is not of the type or condition specified by the Manufacturer as suitable for installation of the product;
- n) unauthorised modifications to the product;
- o) events or acts beyond the reasonable control of the Manufacturer, including theft, fire, flood, rain, water, lightning, storms or any other acts of God;
- p) water damage;
- q) corrosion or damage to the surface, coatings or base materials due to environmental conditions (such as salty or damp conditions);
- r) damage caused by insects, dirt, plants or other objects;
- s) higher than normal frequency of use, which may lead to excessive wear and tear;
- t) any masonry, rendered, or other surfaces cracking or collapsing during or after the installation of the product;
- u) any weakening or collapse of the structure to which the product is affixed occurring at any time after installation;
- v) any other circumstance or event arising as a direct or indirect consequence or failure to any person to follow installation, use or maintenance instructions as issued by the Manufacturer from time to time.

#### **5. STATUTORY GUARANTEES OR WARRANTIES IN NEW ZEALAND**

If you are a consumer under the Consumer Guarantees Act, our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act. 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.

This warranty and other statements contained in the Manufacturer's documentation about these products do not exclude, restrict or modify the application of all or any of the provisions of the Consumer Guarantees Act.

Subject to your non-excludable rights under the Consumer Guarantees Act, the Manufacturer expressly excludes any liability for consequential loss, incidental or indirect damages (including but not limited to damages for loss of business profits, business interruption and loss of business information) due to a defective product. In particular, any loss or damage caused to other equipment or accessories used with the product or any loss resulting from a delay in repair is excluded to the extent permitted by law.