

YALE WARRANTY

AUSTRALIAN CONSUMER LAW GUARANTEES

YALE GUARANTEED By purchasing an ASSA ABLOY Australia Pty Ltd ("ASSA ABLOY") YALE branded product, you can be confident that the product has been designed and manufactured to the high standards of quality and reliability for which YALE branded products are renowned.

AUSTRALIAN CONSUMER LAW GUARANTEES ASSA ABLOY guarantees all of its YALE branded products in accordance with the Australian Consumer Law.

1. Warranty – Subject to the limitations and exclusions set out in this document, ASSA ABLOY also warrants that each of its YALE branded products with which this document is given will be free of defects in material and workmanship (including mechanical parts) for a period of 10 years from the date of purchase of the product ("Warranty").

2. Limitations – Unless otherwise expressly provided for in writing, the Warranty in clause 1 above is limited or varied (as the case may be) as follows: (a) Electrical and Electronic Components – ASSA ABLOY warrants that electrical and electronic components used in ASSA ABLOY's YALE branded products will be free of defects in material and workmanship for a period of 3 years from the date of purchase. Batteries are not covered by the Warranty; (b) Keys – ASSA ABLOY warrants that keys used in ASSA ABLOY's YALE branded products will be free of defects in material and workmanship for a period of 12 months from the date of purchase; (c) Finish – The Warranty does not apply to the finishes of YALE branded products nor to cosmetic or appearance damage; and (d) Stainless Steel – Stainless Steel does not mean stain-free but that the product stains less compared to ordinary carbon steel. Tea staining is a natural process that may happen to stainless steel products if not cleaned regularly and pursuant to ASSA ABLOY instructions. The Warranty therefore does not cover tea staining of Stainless Steel products.

3. Claiming on the Warranty

(a) If you purchased a YALE branded product from an authorised retailer or other reseller (as opposed to direct from ASSA ABLOY) and wish to claim on the Warranty to the authorised retailer or other reseller, you must, at your own expense: (i) return the product securely packed to protect against damage to the product; and (ii) provide details of: A. the claim on the Warranty; B. proof of original purchase; and C. your name, address, email address (if you have one) and telephone number; to the authorised retailer or other reseller from whom you originally purchased the product, within the applicable Warranty period referred to above.

(b) If you purchased a YALE branded product direct from ASSA ABLOY or otherwise wish to claim on the Warranty direct to ASSA ABLOY, you must, at your own expense: (i) contact the ASSA ABLOY Customer Service Department at the contact details below to: A. provide ASSA ABLOY with details of the claim on the Warranty; B. organise to provide ASSA ABLOY with proof of original purchase; and C. obtain a Case Number; (ii) securely pack the product to protect against damage to the product; (iii) include a copy of the original proof of purchase in the packaging; (iv) clearly mark the Case Number on the outside of the packaging; and (v) return the product direct to ASSA ABLOY at the address below, within the applicable Warranty period referred to above.

(c) Products returned direct to ASSA ABLOY without a Case Number may not be accepted by ASSA ABLOY.

(d) The issue of a Case Number and acceptance of returned products by ASSA ABLOY's staff does not constitute acceptance by ASSA ABLOY of the claim on the Warranty.

(e) ASSA ABLOY will assess (or authorise the retailer or other reseller from whom you originally purchased the product to assess) any claim you may make on the Warranty and if, in ASSA ABLOY's reasonable opinion, the Warranty applies, ASSA ABLOY at its own option and cost will (or will authorise the retailer or other reseller from whom you originally purchased the product to): (i) provide you with the same or (if the same product is no longer available) the closest similar ASSA ABLOY YALE branded product; (ii) repair the product and return it to you; or (iii) refund the price you paid for the product. This is the only obligation of ASSA ABLOY under the Warranty. ASSA ABLOY will bear its own expenses of doing those things, and you must bear any other expenses of claiming on the Warranty.

(f) If products are returned to ASSA ABLOY for which, in ASSA ABLOY's reasonable opinion, the Warranty does not apply, the products will be returned to you freight collect.

4. Exclusions

The Warranty excludes and does not extend or apply to:

(a) Normal wear and tear – damage caused to the product as a result of normal wear and tear; (b) Misuse and abuse, or accident – damage caused to the product as a result of misuse or abuse or YALE branded products being used in a way or manner which is not within the scope and limitations of the technical or other specifications for the products published from time to time by ASSA ABLOY; (c) Improper maintenance or neglect – damage caused to the product as a result of improper maintenance or neglect or YALE branded products otherwise not being maintained in accordance with ASSA ABLOY's care and maintenance recommendations (ASSA ABLOY's care and maintenance recommendations can be found at www.yale-home.com.au); (d) Improper batteries – YALE branded products with which batteries other than those specified by ASSA ABLOY have been used; (e) Unauthorised alteration, modification or repair – damage caused to the product as a result of alterations, modifications or repairs being made to the product by any person other than the authorised personnel of ASSA ABLOY; (f) Custom orders – YALE branded products which are made using components or specifications provided or requested by someone other than ASSA ABLOY; (g) Old goods – YALE branded products which were not new when purchased from ASSA ABLOY by the person attempting to claim under this Warranty; (h) Second-hand goods – YALE branded products which were purchased from anyone other than ASSA ABLOY or authorised resellers of ASSA ABLOY by the person attempting to claim under this Warranty; (i) Foreign goods – YALE branded products which were not originally sold in Australia by ASSA ABLOY or an authorised reseller of ASSA ABLOY; (j) Vandalised goods – YALE branded products which have had any of the brands, marks, patented plates, numbers or other information of ASSA ABLOY on the products defaced or removed (other than through reasonable wear and tear); (k) Substitute parts – YALE branded products which have been altered, modified, repaired or used with substitute or replacement parts or cylinders other than genuine ASSA ABLOY parts or cylinders; (l) Corrosive exposure – damage caused to the product as a result of it being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity; and (m) Removal, refitment or replacement – the removal, refitment or replacement of ASSA ABLOY's YALE branded products or associated charges.

5. Australian Consumer Law Requirements

The Australian Consumer Law also requires ASSA ABLOY to state in relation to the Warranty that: a. ASSA ABLOY gives the Warranty and the name, address, telephone number and email address of ASSA ABLOY are:

ASSA ABLOY Australia Pty. Ltd.
ACN 086 451 907
235 Huntingdale Road, Oakleigh, Victoria 3166
1300warranty@assaabloy.com
Tel: 1300WARRANTY

b. The Warranty is in addition to other rights and remedies you may have under a law in relation to the goods to which the Warranty relates.

c. Your 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.

