

**TERMS OF WARRANTY - FIVE (5) YEARS**

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1. Taylors Weld Free Frame (TWFF) manufactured by Taylors Doors and Frames Pty Ltd (TDF) is supplied with a five year ex-factory warranty.
  2. Please note that any claim under this Warranty must be notified to TDF in writing including a copy of the product schedule and inspection schedule within a reasonable time.
    - 2.1. Under this warranty a reasonable time is;
      - 2.1.1. Prior to installation, and delivered by TDF, within two (2) working days of the delivery date of the product.
      - 2.1.2. Prior to installation, and collected by the customer or a representative of the customer (e.g. a sub contracted freight carrier) from TDF premises, within two (2) working days of the collection date of the product.
      - 2.1.3. Post installation, no more than thirty (30) days after you first notice, or ought reasonable to have noticed, the issue/defect that may be cause for a claim under this warranty.
    - 2.2. Notification provided outside of these defined reasonable times may void this warranty.
  3. At the sole discretion of TDF on assessment of a warranty claim, and in respect to any agreed warranty claim, TDF obligations under this warranty shall be limited to ,
    - 3.1. Factory repair of the product or,
    - 3.2. Field repair of the product either directly or through a sub contracted service provider or,
    - 3.3. Providing reimbursement for repairs undertaken by others and approved in writing by TDF prior to commencement or,
    - 3.4. Providing a replacement product of equal specification as the originally supplied product.
  4. Warranty shall not include or extend to;
    - 4.1. Costs associated with the removal, repair or replacement of a product subject to an agreed warranty claim.
    - 4.2. Metal door frames which are welded together or have hardware provisions welded to the frame sections.
    - 4.3. Any transport costs or cartage costs of a product from the point of installation or use to the point of manufacture for the purpose of factory repair and the return of the product to the point of installation or use.
    - 4.4. Injury to persons, damage to property, loss of income, loss of profit or business, or any other indirect loss arising from or caused in any way by the defect unless any such defect is a direct result of the negligence by TDF for which the customer had or has no control.
    - 4.5. Corrosion to or resulting from coating perforation or external damage wholly or partly due to an event or cause beyond the immediate control of TDF.
    - 4.6. Aesthetic surface corrosion including white corrosion of products or red rust on cut edges.
  5. Unsatisfactory transport & storage, incorrect installation procedures, impact damage, damage caused by inappropriate use or use for which the product was not specified may void the warranty in whole or in part.
  6. Warranty may be voided at the discretion of TDF if;
    - 6.1. The customer fails to collect or arrange the delivery of a manufactured product within 7 working days following receipt of notice by phone, fax or email from TDF that their product is completed and ready for collection or delivery.
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**TERMS OF WARRANTY**

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- 6.2. Building maintenance inspection logs are not adequately maintained and available for inspection by TDF.
- 6.3. Mechanical, chemical or other damage sustained during transport, handling, storage, erection or subsequent to erection.
- 6.4. Attack from chemical or other agents (including sunscreen), fumes, liquids or solids other than direct rain or run-off falling onto the End Product.
- 6.5. Contact with soil, ash, fertilizer, moisture retaining substances, lead or copper and other dissimilar metals, chemical agents, liquid from copper flashings or copper pipes, green or wet timber or treated timber.
- 6.6. Failure to remove debris and/or allow free drainage of water (including condensation) from all surfaces .
- 6.7. Failure to replace corroded abutting fixtures or objects.
- 6.8. Accidental or intentional damage by a person or animal.
- 6.9. Earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similarly extreme "acts of God".
- 6.10. Modifications to the product post manufacture which have not been approved in writing by TDF prior to the modification.
- 6.11. Failure to adequately protect the product from moisture or excessive weather conditions such as direct sun light.
- 6.12. Application of paint treatments or systems to the product which are not suitable for use on the product finish as manufactured and supplied.
- 6.13. Application of dark colour finishes on products exposed to direct sunlight.
7. For this Warranty to be and remain effective, the following must occur,
  - 7.1. The product must be coated with finishing materials such as paint which is appropriate for application on the product finish as manufactured and supplied by TDF.
  - 7.2. A record must be maintained of the finished coatings used on products manufactured and/or supplied by TDF including product name, manufacturer and material safety data sheet of the finish coating applied.
  - 7.3. A product schedule must be detailed by the customer in a table layout available in electronic format such as Microsoft (R) Excel detailing the following minimum information;
    - 7.3.1. Product unique identifier
    - 7.3.2. Product installed location
    - 7.3.3. Product installation date
    - 7.3.4. TDF invoice number for the product
    - 7.3.5. Care and maintenance requirements or a reference to a document detailing the care and maintenance requirements of the product
  - 7.4. The product must be installed and used in strict accordance with (in order of preference),
    - 7.4.1. The Building Code of Australia current at the date of manufacture
    - 7.4.2. All applicable Australian standards current at the date of manufacture
    - 7.4.3. All applicable industry standards current at the date of manufacture

**TERMS OF WARRANTY**

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- 7.4.4. Where no standard applies, the product must be installed in strict accordance with the Manufacturer's published installation guidelines current at the time of installation
- 7.4.5. Where no manufacturer's published installation guidelines are available, installed in accordance with industry best practice
- 7.5. The product must be maintained in strict accordance with (in order of preference),
  - 7.5.1. The care and maintenance instructions provided by the Manufacturer
  - 7.5.2. Where no care and maintenance instructions are provided by the Manufacturer the product will be maintained in a manner which would be deemed appropriate by industry standards.
- 7.6. In any event as a minimum the product must be inspected by the customer or their representative on a monthly basis to ensure notification in accordance with reasonable time requirements can be met by the customer should issues/defects be identified. This inspection will be recorded on a register prepared by the customer clearly detailing the product unique identifier and the product location. This register will be made available to TDF at the time of the notification of any defect claimed by the customer in accordance with this Warranty.
8. This Warranty excludes all other warranties, conditions, offers, promises or assurances, whether express or implied except to the extent that such warranties, conditions, offers promises or assurances, cannot by virtue of law be so excluded.
9. If TDF provides you with new products (whether of the same or equivalent material) to replace the defective product covered by this Warranty, the new product will be covered by this Warranty for the remainder of its term as if the new product was the original product. TDF will not provide you with a new Warranty in relation to the new product provided to you in accordance with this Warranty.
10. TDF reserves the right to inspect the premises at which the product has been or will be used as part of the Warranty registration process and/or inspect and conduct tests as necessary at any time after a claim is made under this Warranty.
11. If TDF provide advise to the customer that the selection and use of a product, the specification of the product, or proposed location of a product is not suitable for the intended use, the customer accepts that TDF will provide no Warranty for the product for which this advise has been provided and a notation on the invoice for any such product will be detailed by TDF.
12. This Warranty applies to Taylors Weld Free Frame (TWFF) manufactured and supplied by TDF as of the revision date.
13. Disputes shall be subject to the laws of NSW and heard in Sydney.
14. This warranty is to be read in conjunction with Taylors Terms and Conditions of Trade.