

## WARRANTY AGAINST DEFECTS

Inglis Fire and Safety Pty Ltd and its successors and assigns ("the Seller") provides the following limited warranty against defects to:

### 1.0 WHAT THIS WARRANTY RELATES TO

1.1 This warranty relates to any defect in any workmanship which becomes apparent and is reported to the Seller in accordance with 4.1 - 4.2. ("Defect").

1.2 The conditions applicable to the warranty given by clause 1.1 are:

- (a) The Warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
  - (i) The Customer failing to properly maintain or store any Goods; or
  - (ii) The Customer using the Goods for any purpose other than that for which they were designed; or
  - (iii) Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; and
  - (iv) The Customer failing to follow any instructions or guidelines provided by the Seller for the Goods in conjunction with the Seller's recommended Product Care and Maintenance Program;
  - (v) Installation, repair or alteration of the Goods is carried out by an unauthorised party without the Seller's consent (including but not limited to where the Goods are equipped with non-branded parts and/or supplied spare parts and accessories);
  - (vi) Fair wear and tear, any accident, or act of God, such as destruction by the elements;
  - (vii) Tampering or attempted break-in.
- (b) No warranty is offered by the Seller where adjustments are requested by the Customer or end user after the Goods have been commissioned, such requests will be charged separately.
- (c) In respect of all claims the Seller shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

### 2.0 WHAT THE SELLER WILL DO TO HONOUR THE WARRANTY

2.1 The Seller will repair any defect but will be limited to supply only of the replacement or repaired faulty components or Goods.

2.2 This warranty does not offer cover for any accessory items fitted to the door. These accessory items carry a manufacturer's warranty and will be subject to that third party manufacturer's warranty. Any claims in respect of accessory items will need to be sent directly to the relevant manufacturer.

2.3 Any works required to be completed in addition to fixing the Defect are the responsibility of the Customer. Additional works shall include any disassembling, reassembling and painting and or other charges (hanging etc.) relating to the replacement of doors, required in order to assess or rectify the defect.

### 3.0 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

3.1 To claim the benefit of the warranty, the Customer will need to:

- (a) Present the defective Goods/Services to the Seller for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
- (b) Provide evidence of proof of purchase upon request by the Seller.

3.2 At no time will a warranty be transferrable. Any warranty offered is made only to the original Customer who must produce the original sales invoice at the point of submitting a warranty claim.

3.3 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).

3.4 The Customer acknowledges and accepts that all warranty claims will be dealt with by the Seller during the normal hours, Monday-Friday. In the event that the Seller is required to provide the Services urgently, that may require the Seller's staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then the Seller reserves the right to charge the Customer additional labour costs (penalty rates will apply), unless otherwise agreed between the Seller and the Customer

### 4.0 DURATION OF WARRANTY

4.1 This warranty will cease from the date that is 12 months (Fire Doors only) or 24 months (Non Rated Doors only) after the Customer takes delivery of the Goods/Services in accordance with clause 7 of the Terms and Conditions of Trade.

4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in clause 4.1, the Seller will have no liability to the Customer under this Warranty against Defects and the Customer releases the Seller from all claims for loss or damage in any way connected with the Goods/Services from that date.

### 5.0 RESPONSIBILITY FOR COSTS OF CLAIM

5.1 The Seller is responsible for the costs directly associated with repairing the Defect only.

5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.

### 6.0 RIGHTS AT LAW

6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services. Where any legislation provides for remedies for the Companies breach of condition or warranty whether statutory or otherwise, then at the Companies discretion, the customers sole remedy for such breach except a breach of Section 69 of the Trade Practices Act will be limited to: such remedy, or the repair of the products, or the replacement of the products or the resupply of the products, or the payment of the cost of replacing the products, or the cost of having the services supplied again, or the provision of the services. No claim will be accepted unless notified in writing to the Australian Architectural Fire Doors (IFS) within seven (7) days of the date of delivery of the products or the supply of the services. The company will not be held for responsible for additional charges of hanging, painting or other charges arising from the replacement of doors. Any such defects must be brought to the attention of IFS when discovered and in any event within 12 months from the date of shipment by the company. The

company is not liable for to reimburse any purchaser for doors repaired or replaced without written consent of the companies to such repair or replacement.

**7.0 FAILURE BY THE CUSTOMER TO ENSURE THAT THE DOORS:**

- 7.1 a) Immediately after fitting and prior to hanging (including top and bottom edges) doors have received Two (2) coats of paint, varnish or sealer so as to prevent absorption of moisture and damage to doors. If staining or varnishing an exterior grade product must be used and its application to be equivalent to paint finish, to prevent absorption of moisture. In respect to metal clad doors, capping must be removed and edges and exposed ply to receive two (2) coats of paint, varnish or sealer.
- b) Have been painted with a preparation suitable to eliminate damage caused by exposure to natural or induced elements.
- c) To ensure the door has received proper exterior finishes for exterior doors and depending on the degree of exposure and additional protection by flashing and weather-stripping on the top and bottom edges.
- d) Where doors are exposed to direct sunlight the door surface has been finished with light reflective colours. Doors must have LRV greater than 50
- e) Claims for non-conforming deliveries (incomplete defective or incorrectly supplied) will only be considered if made within 3 working days of receipt or delivery of doors. All delivery checks are the responsibility of the customer
- f) Under No Circumstance will IFS be liable if doors are installed before checking that doors are supplied correctly and free from defects.
- g) Failure to either immediately prime or fit hardware once penetrations into door are made will void warranty.
- h) All external doors are to have overhead weather protection - refer to below extract from AS2688:2017 Appendix A (Overhead Protection of External Doorsets). If exposed, door can bow and warp resulting in door not being sealed or able to latch. Warranty will be void if there is insufficient protection.

External doorsets used in all classes of buildings, as described in the NCC, should be provided with the overhead protection specified in Table A1 and as illustrated in Figure A1.

**TABLE A1  
DOOR PROTECTION**

Climate	Door facing direction			
	North	South	East	West
Coastal	D = H	D = H	D = 1/2H	D = H
Tropical	D = H	D = H	D = H	D = H
Arid	D = H	D = H	D = H	D = 1.5H
Mild	D = H	D = H	D = 1/2H	D = H

**LEGEND:**  
 D = distance from the front of the overhead cover to the face of the door  
 H = distance from the bottom of the door to the underside of the awning

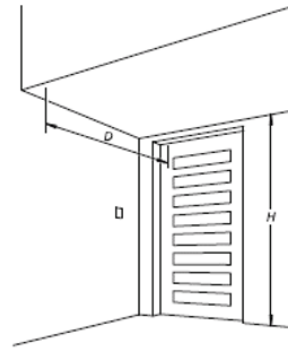


FIGURE A1 OVERHEAD PROTECTION FOR EXTERNAL DOORSETS

- 7.2 Experience has demonstrated that when warping of the Goods occurs after delivery, it is usually due to improper storage or adverse moisture conditions prior to or after hanging, not due to faulty manufacture. The Seller will accept no responsibility for the development of warping if:
  - (i) The moisture content of the door falls below 12% or exceeds 18%. The Seller will not accept responsibility for conditions wholly beyond its control. However, the Seller should be consulted promptly if excessive warping occurs to provide assistance in overcoming the difficulty.
  - (ii) Doors with face veneers of differing materials or timber species;
  - (iii) Doors that are improperly installed or which do not swing freely;
  - (iv) External Doors painted or stained dark colours, or different colours each face;
  - (v) Doors installed in air conditioned areas or with abnormal temperatures differentials from one face to the other;
  - (vi) Doors that have been leant against walls prior to hanging;
  - (vii) Doors that are fitted with bolection mouldings that have been installed by others or differ from the tested prototype;
  - (viii) Doors installed in door frame, out of square or untrue;
  - (ix) Doors are wedged.
- 7.3 Warp shall be interpreted as meaning the cupping/bowing or twisting of doors. It refers to distortion within the door itself and not its relationship to the jambs or frame in which it is hung. Warp of 4mm or less for doors up to 2150mm high and 6mm or less for door heights between 2150mm and 2400mm shall not be considered a defect. Doors over 2400mm high or 1020mm wide are not guaranteed against warp.
- 7.4 The Seller does not extend any guarantee against warping for 35-40mm thick doors which are greater in height than 2400mm or wider than 1020mm in accordance with AS2688-2017. Due to moisture characteristics of MDF it is recommended that the additional care be taken in the storage and handling of these doors to prevent warping or moisture damage to the face of MDF. The doors should be stored flat on at least three timbers in a dry room.
- 7.5 While the Seller's price may include external edge strips, this type of door construction has inherent issues beyond the control of the manufacturer i.e. cracking or raised edge strip. For this reason, should cracking occur the Seller will not be held responsible.
- 7.6 All doors require preparation prior to final coats by a licenced painter. Preparation includes, thou not limited to; filling of edge strips and nail holes, sanding, acid treatments.
- 7.7 Damage or defects arising out of or in connection with the shipment or storage, after doors leave the control of the Seller (i.e. Delivered to site or handed over to carrier). Doors must be accorded reasonable treatment by the purchaser and must be stored or hung in dry buildings and not in damp, moist or freshly plastered areas. All doors must be stored flat off concrete floors. Doors must be inspected by the Customer or visible defects immediately upon transfer of risk.
- 7.8 Fire doors must be installed in accordance with AS1905.1, and maintained in accordance with AS1851.7
- 7.9 Unless otherwise indicated all fire doors are supplied un-primed.

- 7.10 No allowance made for signage with the BSA page D-27 Amendment D2.23 for fire doors.
- 7.11 The Seller does not accept responsibility for the protection of doors nor will the Seller be responsible for the protection of doors once installed into frames.
- 7.12 Doors fitted with Electromagnetic Hold Open Devices together with Parallel arm closers are not warranted for bowing, twisting or any other failure associated with this system or method.
- 7.13 Doors held open against the force of an arm closer are not warranted for bowing, twisting or any other failure associated with this system or method.

**8.0 FAILURE BY THE CUSTOMER TO ENSURE THAT DOOR INSTALLATION:**

- 8.1 "Door installation carried out by Inglis Fire and Safety has a warranty period of 12 months from time of installation except for the conditions described below any conditions described above in the general warranty conditions:
  - (1) Any removal of Hardware:
  - (2) Any adjustment of Hardware, including Door Closers:
  - (3) Accidental damage, malicious damage and/or misuse:
  - (4) Holding open or chocking of doors in the open position:
  - (5) Failure to maintain the door and operation of the door set to AS1851:
  - (6) This warranty does not offer cover for any accessory or hardware items fitted to the door. These accessory or hardware items carry a manufacturer's warranty and will be subject to that third party manufacturer's warranty. Any claims in respect of accessory or hardware items will need to be sent directly to the relevant manufacturer.

**9.0 FAILURE BY THE CUSTOMER TO ENSURE THAT THE METAL DOOR FRAMES:**

- 9.1
    - a) Receive reasonable treatment by the customer
    - b) Are inspected by the customer for visible defects immediately upon delivery. c)
- Under NO Circumstance will IFS be liable if frames are installed before checking that they are supplied correctly and free from defects.
- d) Claims for non-conforming deliveries (incomplete defective or incorrectly supplied) will only be considered if made within 3 working days of receipt or delivery of frames.
  - e) Factory priming is only to protect frames in transport and general handling it is the responsibility of the customer to immediately on delivery of all frame/s apply 2 coats of compatible sealing primer to ensure corrosion or the like does not occur.
  - f) It is the responsibility of the builder to ensure that the frames are installed plumb and square and suitably anchored using fixing plates or fixing clips where provided.
  - g) The storage and security of frames either in a storage area or storage facility is the responsibility of the customer/Builder.

**10.0 FAILURE BY THE CUSTOMER TO ENSURE THAT THE GENERAL PRODUCTS:**

- a) Receive reasonable treatment by the customer
- b) Under NO Circumstance will IFS be liable if goods are installed before checking that they are supplied correctly and free from defects.
- c) Claims for non-conforming deliveries (incomplete defective or incorrectly supplied) will only be considered if made within 3 working days of receipt or delivery of goods.
- d) The storage and security of goods either in a storage area or storage facility is the responsibility of the customer.

**11.0 REFERENCE DOCUMENTATION**

- 11.1 AS 1851. - 2005, AS 1530.4 – 2005, AS 1905.1 – 2015, AS 2688. – 2017
- 11.2 AS 2688 - 2017 - This standard sets out the following requirements for the manufacture and installation of timber and composite doors and door sets. (Including flush panel doors, joinery doors and door sets) to be used in buildings.
  - a) Selection, classification and identification.
  - b) Appearance.
  - c) Standard sizes.
  - d) Structural.
  - e) Storage and handling.
  - f) Installation.
  - g) Hardware.
  - h) Maintenance.
- 11.3 AS 1905.1 – 2015 – This Standard specifies requirements for the construction and installation of fire-resistant doorsets that are used to protect openings in walls, and for partitions that are required it resist the passage of fire. It also applies to transom panels over doors, where the panels are contained within the doorframe and form part of the doorset.
- 11.4 AS 1530.4 – 2005 – This Standard provides methods for determining the fire resistance of various elements of construction when subjected to standard fire exposure conditions.
- 11.5 AS 1851 – 2012 – This Standard sets out requirements for the routine servicing (inspection, testing, preventative maintenance and survey) of fire protection systems and equipment.
- 11.6 MP6.1 – 2014 - Standard for Queensland development code – mandatory part 6.1. Any fire door sets that have not been maintained in accordance with this standard will not be covered by IFS warranty. It is a requirement of QDC mp6.1 for all fire and smoke doors to be maintained to AS 1851. – 2012.