

V & V LANDSCAPES LIVERPOOL

Job #4044

Status: Completed

Assigned to:

Jason Ewers

0428588882

jasonjewers@live.com

Client:

V&V landscapers

186 Moore Street

Liverpool

2170

New South Wales

ORDERED GARY 29-5-18 - SHUTTER 2600HX3970W
75 PERF MONUMENT
RH REVERSED LH POST 3340
RH POST 3100 WITH 50X50 TABS TO SIDE FIX POST
John's direct contact is 0414 424 459
measure for head panel

Summary

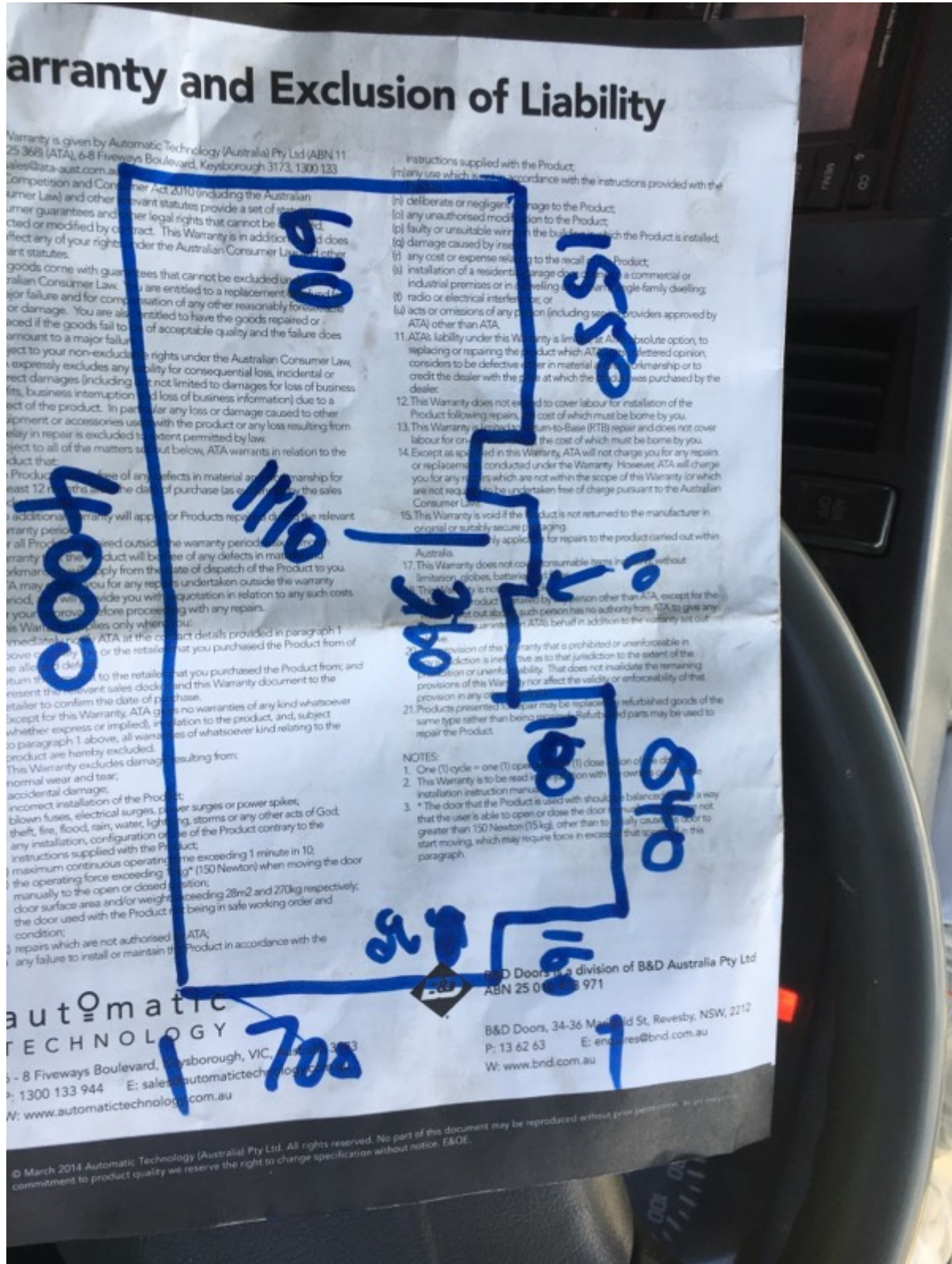
Description	Amount	Tax	Total
		Subtotal	0.00
		Less: Payments	0.00
		Total	0.00

Notes

Date	Description	Attachment
29-05-2018 12:25	\$7450+GST QUOTED	-
07-06-2018 16:00	head panel no clearance	photo.jpg

Attachment photo.jpg

head panel no clearance



Warranty and Exclusion of Liability

Warranty is given by Automatic Technology (Australia) Pty Ltd (ABN 11 25 368) (ATA), 6-8 Fiveways Boulevard, Keysborough 3173, 1300 133 sales@ata-aust.com.au

Competition and Consumer Act 2010 (including the Australian Consumer Law) and other relevant statutes provide a set of statutory consumer guarantees and other legal rights that cannot be excluded or modified by contract. This Warranty is in addition to and does not affect any of your rights under the Australian Consumer Law and other relevant statutes.

Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or repair for failure and for compensation of 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 amount to a major failure.

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

Subject to all of the matters set out below, ATA warrants in relation to the Product that:

- (a) the Product is free of any defects in material and workmanship for at least 12 months from the date of purchase (as evidenced by the sales invoice);
- (b) an additional warranty will apply for Products repaired during the relevant warranty period;
- (c) all Products repaired outside the warranty period during the warranty period for the Product will be free of any defects in material and workmanship that apply from the date of dispatch of the Product to you.

A may charge you for any repairs undertaken outside the warranty period. We will provide you with a quotation in relation to any such costs prior to any repairs being undertaken. You may choose to proceed with any repairs as a result of this quotation only when you:

- (a) immediately notify ATA at the contact details provided in paragraph 1 above; and
- (b) return the Product to the retailer that you purchased the Product from; and
- (c) present the relevant sales invoice and this Warranty document to the retailer to confirm the date of purchase.

Except for this Warranty, ATA gives no warranties of any kind whatsoever, whether express or implied, in relation to the product, and, subject to paragraph 1 above, all warranties of whatsoever kind relating to the product are hereby excluded.

This Warranty excludes damage resulting from:

- (a) normal wear and tear;
- (b) accidental damage;
- (c) incorrect installation of the Product;
- (d) blown fuses, electrical surges, power surges or power spikes;
- (e) theft, fire, flood, rain, water, lightning, storms or any other acts of God;
- (f) any installation, configuration or use of the Product contrary to the instructions supplied with the Product;
- (g) maximum continuous operating time exceeding 1 minute in 10;
- (h) the operating force exceeding 10kg* (150 Newton) when moving the door manually to the open or closed position;
- (i) door surface area and/or weight exceeding 28m² and 270kg respectively;
- (j) the door used with the Product not being in safe working order and condition;
- (k) repairs which are not authorised by ATA;
- (l) any failure to install or maintain the Product in accordance with the instructions supplied with the Product;

(m) deliberate or negligent damage to the Product;

(n) any unauthorised modification to the Product;

(o) faulty or unsuitable wiring in the building in which the Product is installed;

(p) damage caused by insects;

(q) any cost or expense relating to the recall of the Product;

(r) installation of a residential garage door on either a commercial or industrial premises or in a dwelling that is not a single family dwelling;

(s) radio or electrical interference; or

(t) acts or omissions of any person (including service providers approved by ATA) other than ATA.

11. ATA's liability under this Warranty is limited to ATA's absolute option, to replacing or repairing the product which ATA, in its written opinion, considers to be defective either in material or workmanship or to credit the dealer with the price at which the product was purchased by the dealer.

12. This Warranty does not extend to cover labour for installation of the Product following repairs, the cost of which must be borne by you.

13. This Warranty is limited to Return-to-Base (RTB) repair and does not cover labour for on-site repairs, the cost of which must be borne by you.

14. Except as specified in this Warranty, ATA will not charge you for any repairs or replacement parts conducted under the Warranty. However, ATA will charge you for any repairs which are not within the scope of this Warranty (or which are not required to be undertaken free of charge pursuant to the Australian Consumer Law).

15. This Warranty is void if the Product is not returned to the manufacturer in original or suitably secure packaging.

16. This Warranty only applies for repairs to the product carried out within Australia.

17. This Warranty does not cover consumable items including, without limitation, globes, batteries or light bulbs.

18. This Warranty is not limited by any person other than ATA, except for the person who is authorised to act on behalf of ATA to give any warranty on behalf of ATA in addition to the warranty set out in this document.

19. No provision of this Warranty that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Warranty nor affect the validity or enforceability of that provision in any other jurisdiction.

20. Products presented for repair may be replaced with refurbished goods of the same type rather than being repaired. Substituted parts may be used to repair the Product.

21. Products presented for repair may be replaced with refurbished goods of the same type rather than being repaired. Substituted parts may be used to repair the Product.

22. The maximum weight of the door must not exceed 150kg (1500 Newton) and the door must be able to open or close the door manually with a force not greater than 10kg (100 Newton).

23. The door must be able to start moving, which may require force in excess of that specified in this paragraph.

NOTES:

- One (1) cycle = one (1) opening and one (1) closing of the door.
- This Warranty is to be read in conjunction with the relevant product installation instruction manual and should be balanced in a way that the user is able to open or close the door manually with a force not greater than 10kg (100 Newton).
- * The door must be able to start moving, which may require force in excess of that specified in this paragraph.

automatic
TECHNOLOGY

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