

PRESTIGE DOORS & GATES TERMS, CONDITIONS AND WARRANTY

- 1. GENERAL**

The term "the Company" refers to PRESTIGE DOORS LIMITED, and "the Client" refers to the person, firm, company or entity who is seeking to be supplied with goods or services by the company and accepts that terms shall govern relations between himself the client and the company to the exclusion of any other terms including conditions, warranties or representations, written or oral expressed or implied even if contained in any of the client's documents which purport to provide that the client's own terms shall prevail.
- 2. QUOTATION**

The quotation remains available for acceptance for 30 days from the date hereof. If the door is unable to be manufactured within 30 days of quote acceptance due to Site Readiness, inability to measure, or delayed material supply by customer the quote may be updated at the discretion of the Company.
- 3. ACCEPTANCE**

Any deposit payment, order or other purported acceptance of the company's quotation made by the client shall be deemed to be an unqualified acceptance that these terms shall apply to any contract concluded between the company and the client for the supply of goods and services, and by the said acceptance the client waives his own terms.
- 4. PRICE**
 - (a) If between the date of this quotation and the completion of the work the subject of this quotation additions or alterations should occur to the set work at the request of the client then the price to be paid will be amended accordingly.
 - (b) If the giving of an estimate or quotation for the supply of goods and services involves the Company estimating measurements, it shall be the responsibility of the Client to verify the accuracy of the Company's estimated measurements before the Client places an order based on such estimate or accepts such quotation.
- 5. INSTALLATION**
 - (a) Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas and facilities being made available to the company as per their requirements during normal working hours. In the event that such access possession and facilities are not available or that the working areas are not duly prepared as advised by the company, the company without prejudice to any other rights which it may have may at its sole discretion charge the client for additional costs incurred.
 - (b) The Company shall exercise reasonable care and skill in performing installation services but cannot otherwise accept responsibility should damage occur to the Client's property, site, footpaths, etc.
 - (c) If the client opts in for delivery of the product before installation they must be present to sign off the product whilst the Company is present. Prestige Doors & Gates are not liable for any damage to the product whilst at the property.
 - (d) If the client is purchasing the product to be supplied only ex-factory they must be present to sign off the product whilst the Company is present. Prestige Doors & Gates are not liable for any damage to the product whilst in transit or installation. Full payment must be made prior to pickup of the product.
 - (e) All Cedar doors must be painted or stained before installation. Failure to paint or stain before the installation will void the warranty
 - (f) All Prestige-Manufactured products may come professionally bagged.
- 6. PAYMENT**
 - (a) Unless otherwise stated in the company's quotation all prices are strictly net and payment shall be made within 7 days following date of invoice without any discount or other deduction and without deferment on account of disputes or cross-claims.
 - (b) The company may at its sole discretion require at any time by invoice that all or part of the price shall be paid in advance or on account and sums so invoiced shall be immediately payable with any balance remaining payable as otherwise provided herein.
 - (c) Should the door have not been installed 3 months following the order date due to delays with the client the company holds the right to invoice immediately and subsequently collect payment
 - (d) Should the client default in payment for any reason whatever, on the due date of any sum, without prejudice to any other right it may have shall be entitled to be paid interest on such sum accruing from the due date of payment at the rate of 20% per annum and in addition to, and without prejudice to any other rights at law or inequity the company may suspend or terminate this contract. In the event of default the client agrees to pay to the company the costs of any debt collection fees, legal fees and any other expenses incurred by the company in the enforcement of this agreement and recovery of any of the monies payable herein.
 - (e) Failure to meet the stated payment date will void your Warranty / Service Agreement.
- 7. DELIVERY**

Delivery dates are approximate only and are not of the essence of the contract. Delay in delivery shall not entitle the purchaser to cancel the contract or render the Company liable for damages for such delay.
- 8. VARIATIONS OF TERMS**

No variation of these terms or of any quotation or of any contract shall be valid unless agreed to in writing and signed by a duly appointed officer of the company.
- 9. RISK AND TITLE**

The risk in goods supplied by the Company to the purchaser shall pass when goods are delivered to the purchaser. Ownership in the goods shall be retained by the Company until the purchaser pays in full for the goods and for all other goods supplied by the Company. Should the purchaser re-sell the goods at any time the purchaser shall do so on behalf of the Company and shall forthwith account to the Company for the price of such goods notwithstanding that at such resale the period of credit allowed to the purchaser by the Company may not have expired. The Company shall have the right to enter upon the purchaser's premises and recover goods as at the date of expiration of any period of credit time being essential.
- 10. CONSUMER GUARANTEES ACT 1993**
 - (a) Where the goods or services are required by the Client for business purposes, the Client agrees that the Consumer Guarantees Act 1993 does not apply.
 - (b) Nothing in these terms and conditions is extended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and all provisions of these terms and conditions shall be read and modified to the extent necessary to give effect to that intention.
- 11. WARRANTY**

If within 7 days of delivery or the completion of any work the client reports to the company in writing any defective materials or workmanship the
- 12. GARAGE DOOR SERVICING**

For any quotes that include "First Service Free" it is the client's responsibility to book this in with Prestige Doors & Gates. The eligible timeframe for this service is within 6-12 months of the initial Garage Door Installation. Services after this period will entail a Site Visit Call out Charge.
- 13. CONDITION OF PREMISES**

The client warrants that the structure of the premises or in upon which the goods are to be installed is adequate and the company shall not be liable for any loss or damage resulting from insufficient or defective foundations or walls or other structures. Unless otherwise specified the quotation does not allow for structural alterations or additions or the drilling of steel work and is based on there being adequate clearances and fixings to accept the goods (specific details are available from the company on request). Where vehicle access to the opening is not available it shall be the responsibility of the client to position the goods at the opening.
- 14. INFORMATION**

The Client acknowledges that it has authorized the Company to:

 - (i). Collect information about the Client from any other person.
 - (ii) Use any information it holds about the Client; and
 - (iii) Disclose information about the Client to any person in the course of this Company's business, including credit assessment, debt collection and direct marketing activities.
- 15. DISPUTE RESOLUTION**

All disputes and differences between the parties shall be submitted to mediation before a single mediator if one can be agreed upon failing agreement then such mediator as shall be nominated by the President for the time being of the Mediators and Arbitrators Institute of New Zealand.
- 16. PHOTOGRAPHY**

The company reserves the right to photograph the product following installation unless otherwise agreed.

MANUFACTURER'S PRODUCT WARRANTY

Subject to statutory guarantees, the Manufacturer warrants against defects in materials & workmanship from the date of purchase for the periods specified in the warranty certificate.

1. CLAIM PROCEDURE

To raise a claim under this warranty you must:

- 1.2. Produce a copy of the Prestige Doors & Gates purchase invoice and;
- 1.3 Provide evidence or return goods to Prestige Doors & Gates.
- 1.4 Where a product has been sold by Prestige Doors & Gates, make all warranty claims directly with the manufacturer

2. APPLICATION OF WARRANTIES

Where the Buyer is a consumer as defined in the Consumer Guarantees Act 1993 (Act), the provisions of the Act will apply notwithstanding any provision of these terms and conditions except where the Buyer is purchasing goods for the purpose of a business in which case the guarantees implied by the Act will not apply. All claims for breach of any of the guarantees given by Prestige Doors & Gates pursuant to the Act will be addressed in accordance with the Act.

3. DISTRIBUTORS & APPROVED AGENTS

This warranty applies to customers, approved distributors and approved agents who purchase directly from the manufacturer. An approved distributor are those who are approved to resell Prestige Doors & Gates products, purchasing on an open account for the purpose of supplying Prestige Doors & Gates products to end users. An approved agent are contracted by Prestige Doors & Gates for installation purposes.

4. WARRANTY TERMS AND CONDITIONS

4.1 Purpose: This warranty applies to the product where it is used, maintained & serviced in accordance with the Manufacturers purpose, and the care and maintenance requirements. Warranties are void if the product is used for any other purpose other than those intended by the Manufacturer.

4.2 Installation by approved agents: The warranty apply to defects in, or malfunction of the product resulting from faulty installation by an approved agent. Any product installed by a non-approved agent is not covered under this warranty.

4.3 Repair or Replace: This warranty covers repairs in a manner that the Manufacturer considers reasonable including, if necessary, the touch-up of surface coatings. If a replacement is required this decision is at the sole discretion of the Manufacturer.

4.4 Proven Defects: This warranty only applies to the repair or replace of proven defects in materials & workmanship. Proof of defect must be provided in the form a photographic image or by returning the product to the Manufacturer.

4.5 Proof of Purchase Date: Pursuant to clause 2, proof of purchase date is the date shown on the original invoice supplied by the manufacturer. This invoice is required when making a claim.

4.6 Environmental Conditions: This warranty does not cover damage to surface coatings or the base materials of the product or motors caused by the proximity to the seafront or similar corrosive conditions. Any extreme weather conditions are not covered by this warranty.

Prestige automatic opener products are not covered by product warranties where they have been installed in environments, which allow them to encounter excessive heat, moisture or humidity (e.g. carport applications).

4.7 Wind Zone: This warranty does not cover deterioration or product fault due to high wind zone unless the Manufacturer has been explicitly notified of wind zone and has subsequently provided a guarantee.

4.8 Travel: If the product warranted is outside of Auckland, only the repair cost is covered by Warranty. All travel costs are payable by the customer prior to repair.

5. LIMITS ON LIABILITY

5.1 The liability of Prestige Doors & Gates to the Buyer in relation to the supply of the Product is limited to direct loss or damage to tangible property caused to the Buyer be up to an amount not exceeding the purchase price received by Prestige Doors & Gates for the Product.

5.2 The liability of Prestige Doors & Gates to the Buyer whether in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from the relationship between them is excluded to the fullest extent permitted by law.

6. SPECIFIC EXEMPTIONS

Without limiting clause 5.1 Prestige Doors & Gates will not be liable for any loss or damage caused directly or indirectly by;

- 6.1 operating a Product by any device, electronic or otherwise, which was not installed or supplied by Prestige Doors & Gates;
- 6.2 any masonry, rendered, or other surfaces cracking or collapsing during or after the installation of the Product;
- 6.3 any defect or deterioration of timber, including drying out after installation of product;
- 6.4 any cupping, bowing, cracks or shrinkage on timber products that are painted or stained in a dark colour;
- 6.5 any cedar door that was installed prior to being painted or stained;
- 6.6 any imperfections on Powdercoated surface coatings if not in Mannex / Textura finish;
- 6.7 any weakening or collapse of the structure to which the Product is affixed occurring at any time after installation;
- 6.8 any oil canning occurring within dark colours of 0.75mm Flat Panel Garage Doors
- 6.9 any damage to or deterioration in the condition of the Product occurring after delivery and before installation; or
- 6.10 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 Prestige Doors & Gates from time to time.

7. MODEL MODIFICATIONS

Product warranties do not cover any modifications made to existing or future models of the product in products sold under these warranties.

Service Call Out will be charged for repairs if motor has been tampered with or modified by persons other than Prestige Doors & Gates

8. LABOUR & MATERIALS

Pursuant to Clause 1, product warranties cover either the cost of the faulty component (s) & the labour involved in replacing / repairing the faulty component(s), or the component (s) only. Product Warranties do not cover indirect expenses such as, but not limited to, travel expenses.

9. ALTERATION TO WARRANTY TERMS

No representative or agent of the Manufacturer has the authority to alter the terms or coverage of this warranty.

CARE & MAINTENANCE

Garage door kits are supplied with hardware and tracks in purposeful condition that require care and attention. To keep all hardware and tracks in working condition refer to the following for instructions:

1. To lubricate all moving parts Prestige Doors & Gates recommend using CRC 5-56 or WD40 spray and then follow the application guidelines on the product.
2. To clean all tracks we recommend using a dry light brush to remove all corrosive debris i.e. heavy industrial dust or salt from open water sources.
3. Prestige Doors & Gates products that are used more frequently i.e. constantly opened and closed, should be maintained more regularly. Recommended timeframe for standard use is once every 6 months, and for more frequent users this should be every 2-3 months.

SERVICE REQUIREMENTS

Domestic/residential use we recommend servicing every 12 months. To maintain Prestige Warranty you will need to have this serviced within the first 6 months.

Commercial use we recommend servicing every 6-12 months. High usage you must service every 3-6 months.

Adjustment: If any moving part or tracks require adjustment and the product was installed by a Prestige Doors & Gates approved agent, contact our office immediately.

Roller & Sectional Door Cleaning: Use a soft bristled brush and clean water to clear corrosive contaminants from the steel. Corrosive contaminants include but not limited to salt water deposits and/or deposits from industrial sites.

Frequency: 3 monthly. Those areas closer to open waters or industrial sites should apply these cleaning products every 1 month.

Cedar/timber Sectional Door Cleaning: Prior to applying finish product remove any debris from the cedar panels and ensure the doors is completely dry. Application of stain or paints: We highly recommend using CD50 stain on our cedar/timber products. If other applications are used follow the guideline from your selected coating product and ensure you have coated both sides of each panel. Failing to follow the product application guideline will void the warranty. All cedar material must be coated or sealed prior to installation. Dark stain/paint should be avoided and will void the warranty. If panels are dropped off prior to install for application, the profile and size must be checked prior to application. Prestige will not cover the application/ labour cost if panels are incorrect.

Application Frequency: Prestige recommend that you follow the manufacturer's guidelines from the selected finish product. If you have received a cedar door already coated you should reapply the same oil coating within 30 days of receiving the door, and every 12 months thereafter.

Automatic openers:

WARNING – DO NOT APPLY THE SAME CARE AND MAINTENANCE ON ANY SUPPLIED AUTOMATIC OPENERS. Refer only to the manufacturing manual.