

5 Year Guarantee

Subject to terms and conditions set forth herein, doors manufactured by PHD Group Australia Pty Ltd (herein after referred to as the Company) are guaranteed by the manufacturer for five years from the date of shipment to be good material and workmanship, free from defects which render them unserviceable or unfit for the use in which they were manufactured.

Terms and Conditions

Natural variations in the colour, texture or grain pattern of the wood, veneer or MDF are not to be considered defects. Doors must be accorded reasonable treatment by the purchaser and should be stored or hung in dry buildings and not in damp, moist or freshly plastered areas. The utility or structural strength must not be impaired in the fitting of the door, the application of hardware, or cutting and altering of the door for lights, louvers, panels or any special details. A maximum of 3mm may be trimmed from any door. Normal "show-through" of frame components in doors shall not be considered a defect. Entrance doors should be hung in weather protected areas.

Doors that are installed in a fully exposed situation including opening out doors will not be warranted unless there is adequate overhead protection.

Immediately after fitting, the entire door, must receive two coats of undercoat and two coats of paint. If staining, exterior grade varnish or sealer must be used and its application to be equivalent to paint finish, to prevent absorption of moisture. Semi gloss or satin finishes are recommended for all doors to reduce "show-through".

Exterior finishes to be applied strictly in accordance with paint manufacturers instructions. Entrance and exterior doors should be finished in light reflective colours to reduce the risk of heat absorption, which may cause warping. Dark colours may void warranty. Regular maintenance should be provided to prevent deterioration.

Where any legislation provides for remedies for the Company's breach of a condition or warranty whether statutory or otherwise, then, at the Company's option, the customer's sole remedy for the 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 re-supply of the products, or the payment of the cost of replacing the products, or the cost of having the services supplied again, or the re-provision of the services. No claim will be accepted unless notified in writing to the company within seven (7) days of the date of delivery of the products or the supply of services.

The Company will not be held responsible for the additional charges of hanging, painting or other charges arising from the replacement of pre-hung doors. Any such defects must be brought to the attention of the manufacturer when discovered and in any event within five years from the date of shipment by the Company. The Company is not liable to reimburse any purchaser for doors repaired or replaced without the prior written consent of the Company to such repair or replacement. The Company will not assume responsibility for doors which become defective because of failure to follow these conditions or hazards of shipment or storage, after doors leave the control of the Company. The Company will not be liable for any costs, claims, damages or demands arising from the personal injury, loss or damage whatsoever occurring to the customer or its agents, servants as a

result of either acts or omissions of the customer. The Company will not be liable for any consequential loss or damage, whether due to its negligence or otherwise. The Company will not be liable to the customer for the Company's failure to comply with its obligations to the customer due to any cause beyond the Company's reasonable control and the Company's obligations affected by such cause are suspended while the cause continues to prevent or hinder the Company's performance.

Advisory Note

Considerable damage can occur during the delivery of doors particularly to country areas. Additional packaging is recommended and available at an extra cost in an attempt to prevent transit damage. The Company is not responsible for any transit damage where such transit is arranged by and carried out other than by the Company.

Where the installation of doors is carried out by someone other than the Company, its employees or agents, the Company will not be liable for any damage whatsoever if installation instructions are not strictly followed.

INTERPRETATION OF WARP

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 exceeding 5mm for doors up to 2100 x 920mm, 6mm for doors over 2100 x 920mm and up to 2340 x 920mm and 8mm for doors up to 2340 x 1200mm shall be considered a defect. Doors in excess of 2340mm high or 1200mm wide are not guaranteed against warp.

EXCLUSIONS

The guarantee against warp does not apply to the following:

- a. Doors with face veneers of different species.**
- b. Doors that are improperly hung or do not swing freely.**
- c. External flush doors which have been painted or stained dark colours, or different colours each face.**

Experience has demonstrated that when warp occurs after doors have been delivered to storage or building sites, it is usually due to improper storage or adverse moisture conditions after hanging and not to faulty manufacture. The Company will accept no responsibility for doors when moisture content of the timber falls below 12% or exceeds 18%. The Company will not accept responsibility for conditions wholly beyond its control. However, the Company should be consulted promptly if excessive warping occurs to provide assistance in overcoming the difficulty.