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Warranty Agreement – dormakaba Products & Solutions

1. This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, “purchase”) from DORMAKABA SOUTH AFRICA PROPRIETARY LIMITED (“DORMAKABA”) or any of its subsidiaries or affiliates or an authorized reseller (“Reseller”), unless you enter into a separate written agreement with dormakaba. **THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY DORMAKABA IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER DORMAKABA’S REFUND POLICY.** All products are covered by the warranty provided under the Consumer Protection Act 68, of 2008, (the “CPA”) and the manufacturers’ warranty when purchased through dormakaba.
2. All dormakaba Equipment (the “Equipment”) carries a **Product Warranty**. This warrants to the original purchaser or, for products purchased from a Reseller to the original end-user that dormakaba - branded products will be free from defects in materials and workmanship. During the warranty period, dormakaba will, at its option either:
 - a. provide replacement parts necessary to repair the product.
 - b. replace the product with a comparable product; or
 - c. refund the amount you paid for the product.
 - d. replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or product and warranted for the remainder of the original warranty period. Purchasing additional products from dormakaba does not extend your warranty period.
3. Once the aforesaid period of the Equipment concerned has expired, there shall accordingly be no further warranty and/or guarantee applicable in respect of such Equipment, whether arising in terms of contract law, the law of sale, statutory law, common law and/or from any other cause whatsoever, and the customer, purchaser and/or user concerned of such Equipment shall have no recourse whatsoever against dormakaba in respect thereof after the warranty period.
4. This warranty covers normal use of the equipment and dormakaba does not warrant misuse and improper handling by non-authorized personnel, lack of care, abuse, accidents, unauthorized service or parts or the combination of dormakaba branded parts with other products and further Acts of God (lightning strikes, earthquakes, water damage and/or floods).
5. **Disclaimer of Warranties; Limitation of Liability.** Except for the warranties expressed in this agreement, dormakaba disclaims all other warranties, either express or implied, including implied warranties of merchantability or fitness for a particular purpose, other than those warranties implied by and incapable of exclusion, restriction, or modification under applicable law. The term of any implied warranties that cannot be disclaimed are limited to the term of this agreement. dormakaba’s and your maximum liability to the other is limited to the purchase price paid for products or services plus interest as allowed by law.
6. During the Warranty period it is necessary to perform dormakaba approved preventative maintenance. Failing to do so, will render the warranty null and void.
7. Over and above the foregoing, no other warranty / guarantee is given in respect of the Equipment and warranties / guarantees arising in terms of common law or otherwise are specifically excluded. Without derogating from the generality of the foregoing, no guarantee is given that the Equipment is fit for the purpose of its intended use.

8. Any defect or fault in any dormakaba products as a result of, or attributable to incorrect installation, incorrect maintenance, undue wear and tear; on-site damage, misuse, improper handling, lack of care or abuse, accidents, unauthorised service, use of non-approved parts, and/or the use of any product in a manner or for a purpose for which it was not designed, specified or intended will void any product warranties.
9. Warranty Periods
 - **Automatic Door Operators** carry a Twelve (12) month warranty from date of installation and commissioning, subject to the product being serviced and maintained a minimum of Two (2) times during the warranty period by a dormakaba approved agent as per the guidelines outlined in the handover documentation. This warranty can be extended by Twelve (12) months with a dormakaba service contract/agreement in place after the first 12 months.
 - **Hydraulic Door Control Products** carry a Five (5) year warranty from the date of invoice.
 - **Ironmongery Products** carry a Two (2) year warranty from date of invoice.
 - **Glass Fittings** carry a Two (2) year warranty from date of invoice.
 - **Lodging Products** carry a Two (2) year warranty from date of Invoice.
 - **EAD (“Electronic Access and Data”)** hardware products (e.g., terminals, access managers, readers, antennas, or digital cylinders etc.) carry a Twenty-four (24) month warranty from date of invoice. EAD software products carry a Six (6) month warranty only on the medium used to deliver the software. Consumables included in EAD hardware, e.g., batteries, carry no warranty.
10. Once the aforesaid period of the Equipment concerned has expired, there shall accordingly be no further warranty and/or guarantee applicable in respect of such Equipment, whether arising in terms of contract law, the law of sale, statutory law, common law and/or from any other cause whatsoever, and the customer, purchaser and/or user concerned of such Equipment shall have no recourse whatsoever against dormakaba in respect thereof after the warranty period.
11. In the event of a customer having bound itself to dormakaba’s Conditions of Sale, the provisions of such standard Conditions of Sale will prevail over the terms herein contained, as between dormakaba and such customer, in the event of there being any conflict between such Conditions of Sale and the terms herein contained.
12. Any claim for warranty must be made, by contacting dormakaba at the address listed above, at the earliest stage that the defect becomes obvious to enable prompt action and to avoid further damage and must be made no later than 1 month from the defect/date of repair becoming obvious.
13. Any warranty claim must be accompanied by appropriate documentation which stipulates the date of the installation the invoice number, the purchaser’s name and address, and the alleged defect.
14. The purchaser must make the Product or workmanship available to dormakaba for inspection and testing. If dormakaba finds no fault in the Product or its workmanship, then the purchaser must pay dormakaba's usual costs of service work, inspection, and testing. Warranty work will be conducted by dormakaba during normal working hours (8.00am to 4.30pm Monday to Thursday & 8.00am to 3.00pm Fridays).

For any further information please feel free to contact us.

dormakaba South Africa (Pty) Ltd

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