

## Terms & Conditions

### TEN YEAR WARRANTY

Garland warrants to the original consumer purchaser (Customer) that each new smoke alarm will be free from defects in materials and workmanship under normal use for a period of 10 years from the date of purchase (Warranty Period). To the extent permitted by law, Garland agrees to repair or replace (at our discretion) any defective product, within the Warranty Period, on presentation of proof of purchase.

Australia warranty claims:

1. These Terms outline how the Company warrants our products for all Products purchased after 1 January 2011.
2. Garland warrants that all Garland Products (excluding third party Product) will operate in accordance with their published specifications for the duration of the Warranty Period.
3. Where the sale of Products is to electrical wholesale customers of Garland, no additional warranties are to be provided on behalf of Garland to end consumers.
4. The Australian Consumer Law (ACL) protects consumers by giving them certain rights relating to the purchase of goods and services.
5. If the Customer is a 'consumer' as the term is defined in the ACL:
  - 5.1 Garland's Products come within guarantees that cannot be excluded under the ACL;
  - 5.2 The Customer is entitled to a replacement or refund for major failure and for compensation for other reasonably foreseeable loss or damage;
  - 5.3 The Customer is entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.
6. In addition, the Customer must ensure that terms of a like nature are contained in any contract of sale or onsale of the Products to a Third Party purchaser.
7. The Customer indemnifies and holds Garland harmless from any claims or demands which are made as a result of their failure to comply with the requirements of this clause.
8. If the Customer makes a claim during the Warranty Period it will be handled as follows:
  - (a) In the case of Garland Products, where there is a defect in such Products, Garland will replace or repair the Products (at its discretion and cost).
  - (b) Garland will not be responsible for the cost of retrieving, removing, reinstalling, or retesting the Products to and from the location where the Products are located.
  - (c) All warranties for any Products repaired or replaced during the Warranty Period will expire at the same time as the original warranty of the Products that were repaired or replaced.

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## Terms & Conditions ...continued

### Exclusions

Subject to non-excludable laws, this warranty does not cover:

- normal wear and tear to the product or parts
- batteries or other consumables included with this product (excluding sealed non replaceable battery models)
- damage to the product caused by or at the direction of the Customer, including through accident, misuse, abuse, lack of reasonable care, tampering or repair by uncertified or non-authorised personnel.
- any product that has not been installed, operated or maintained in accordance with the manual or operating instructions provided with the product
- any damage caused by improper power input or improper cable connection
- any indirect, special or consequential loss or damage of any kind Garland's total liability in relation to the products shall not exceed the purchase price paid for the products, regardless of the basis of the claim and whether or not arising due to or in connection with the supply.

### To make a claim

If a defect in the product appears within the Warranty Period, you are entitled to submit a warranty claim by first visiting the Garland [website address](#) below and filling out the Return Form.

On contacting Garland and providing the proof of purchase (The original number and date of invoice) you will be issued a Goods Return Authorisation (GRA) prior to you returning the product. When returning the product please ensure a copy of the GRA is included and the product is properly packaged so that no damage occurs in transit. Any postage and packaging expenses required to return the product to Garland will be at your cost, but you may be entitled to a refund of those postage and packaging expenses where there is a major or minor problem with the Products which entitles you to a repair or replacement. If Garland elects to repair the product, please note that the products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the products, where such parts are equivalent quality to the original.

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