

## **Terms and Conditions**

### **Swan Garage Doors Pty Ltd**

ABN: 29 986 246 592

**Effective Date: 19th March 2025**

**Updated 10<sup>th</sup> December 2025, 16<sup>th</sup> February 2026**

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### **1. GENERAL**

- 1.1.** These Terms and Conditions apply to all products and services provided by Swan Garage Doors ("the Company", "we", "us", "our")
- 1.2.** By engaging our services or purchasing our products, you agree to be bound by these Terms and Conditions.
- 1.3.** Consumer Rights: Nothing in these Terms excludes, restricts, or modifies any rights you have under the Australian Consumer Law (ACL), including statutory guarantees of acceptable quality, fitness for purpose, and matching description.

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### **2. QUOTATIONS & PRICING**

- 2.1.** All quotations are valid for 30 days unless otherwise stated.
- 2.2.** Prices are in Australian Dollars (AUD) and inclusive of GST unless otherwise specified.
- 2.3.** The Company may adjust pricing due to supplier cost changes or unforeseen additional work. Any changes will be communicated, and the customer may accept or decline.
- 2.4.** Regulatory Compliance & Approvals:
  - Clients are responsible for obtaining all necessary approvals and authorisations from any government or statutory authority before work commences. Swan Garage Doors Pty Ltd is not responsible for compliance with statutory requirements or the Building Code of Australia.
- 2.5.** Quoted prices cover only the services explicitly stated. Additional work or attendances will incur extra charges.
- 2.6.** Quotes assume work is completed during normal business hours; work outside these hours may incur additional fees.
- 2.7.** If a quoted item is unavailable for an extended period, Swan Garage Doors reserves the right to supply and install an equivalent item of equal or higher quality, compliant with ACL.
- 2.8.** Customers are responsible for understanding the manufacturer's warranty conditions, which operate alongside ACL guarantees.

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### **3. PAYMENTS, SURCHARGES & LATE FEES**

**3.1.** Payment Terms: Payment for all invoices is due on presentation unless otherwise agreed in writing.

**3.2.** Credit Card Surcharges:

- Surcharges apply for Visa or Mastercard (credit, debit, or prepaid) to reflect actual processing costs. Customers should confirm rates with our office.

**3.3.** Payment Conditions:

- Supply-only: payment required before delivery or pick-up.
- Client-supplied products: payment required before installation.
- Supply & installation: payment due on presentation of invoice.

**3.4.** Late Payment Fees:

- A late payment fee of \$22 (including GST) may apply.
- Invoices unpaid for more than 30 days may incur:
  - 2% monthly interest on the outstanding balance.
  - Suspension of further services.
  - Referral to Magistrates Court, debt collection agency, or other legal recovery, with costs borne by the client.

**3.5.** Disputed Invoices:

- Notify the Company in writing within 7 days of invoice date to dispute and avoid late fees.
- Cash retentions or withholding monies post-completion are not accepted.

**3.6.** Compliance with ACL:

- These payment terms are fair and transparent and are applied in accordance with the ACL.

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### **4. INSTALLATION & SERVICE**

**4.1.** Installation appointments require four (4) business days' notice; repair appointments require eight (8) hours. Fees may apply for insufficient notice.

**4.2.** The Company is not responsible for delays caused by factors beyond its control, including weather, supplier delays, or site inaccessibility.

**4.3.** The installation site must be safe and clear of obstructions. Unsafe or obstructed sites may result in rescheduling and additional charges.

**4.4.** The company and our installers will not be responsible for the failure, from any cause whatsoever of the masonry or rendered surface while drilling or fixing by cracking or collapsing or the damage to concealed electrical wiring, gas or waterpipes etc, all reasonable care will be taken whilst drilling and fixing.

**4.5. Customer Responsibilities:**

- Ensure the garage and installation area is cleared 4-5m in from the opening, unless otherwise advised in writing. Failure may incur a \$99 call-out fee or \$45 per 15 minutes if the installer must wait on-site.
- Confirm that any motor vehicle will fit in the garage with the door and motor installed.
- Complete all electrical works, including power points, prior to installation.
- The Company is not responsible for gaps between the garage floor and the door where the floor is uneven or sloping.

**4.6. Door Colour, Cosmetic, and Installation Conditions:**

- Actual door colour may vary from paint charts or samples; exact matches with existing doors are not guaranteed. Paint rubbing may occur between finger-proof panel joints.
- Price is subject to final site measurement.
- Cosmetic warranty claims only cover the front face of doors; they do not apply to the back of doors or panel breaks (tongue and groove).
- Manual locks are not installed on doors with openers.
- Installations occur during standard business hours; no allowance is made for weekends, public holidays, or after-hours work.

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## **5. WARRANTY, LIABILITY & TITLE RETENTION**

**5.1.** All products and workmanship are covered by the warranty specified on the invoice and subject to the respective manufacturer's terms, with reference to the Australian Garage Door Association's Guide to Visual Inspection of Garage Doors - [Centurion Garage Doors](#) - [Eco Garage Doors](#) - [Steel-Line Garage Doors](#) - [Jaytech](#) - [B&D](#) - [AGDA - Guide to Visual Inspection of Garage Doors](#)

If the manufacturer's warranty information is not listed here, please contact our office to obtain.

When a sectional garage door is installed reusing the existing opener the warranty to the parts supplied and installed are covered by a 7 year warranty, with servicing required within 12 months from installation, and every 24 months thereafter.

When a sectional garage door is installed together with a Jaytech 1200v4+ auto opener, the combined system is covered by a 10-year warranty, with annual servicing required to maintain warranty validity. When a roller door is installed together with a Jaytech R1000+ auto opener, the combined system is covered by a 7-year warranty, with annual servicing required. Jaytech warranty coverage is subject to the terms and conditions outlined in their manual.

### **5.2. Auto opener warranty periods and conditions:**

#### **Jaytech auto openers**

- **Jaytech R1000+** – Covered by a 7-year warranty, with annual servicing required to maintain warranty validity.
- **Jaytech 1200v4+** – Covered by a 10-year warranty, with annual servicing required to maintain warranty validity.
- **Jaytech R1800+** – Covered by a 2-year warranty, with annual servicing required to maintain warranty validity.

#### **Merlin auto openers**

- **Merlin MS65MYQ** – Covered by a 5-year warranty or 10,000 cycles (whichever comes first), with servicing required between 2–3 years.
- **Merlin MS105MYQ** – Covered by a 7-year warranty or 15,000 cycles (whichever comes first), with servicing required between 2–3 years and again between 5–6 years.
- **Merlin MS127MYQ** – Covered by a 7-year warranty or 15,000 cycles (whichever comes first), with servicing required between 2–3 years and again between 5–6 years.
- **Merlin MS137MYQ** – Covered by a 7-year warranty or 15,000 cycles (whichever comes first), with servicing required between 2–3 years and again between 5–6 years.
- **Merlin MJ3800MYQ** – Covered by a 7-year warranty or 15,000 cycles (whichever comes first), with servicing required between 2–3 years and again between 5–6 years.
- **Merlin MR855MYQ** – Covered by a 7-year warranty or 15,000 cycles (whichever comes first), with servicing required between 2–3 years and again between 5–6 years.

- **Merlin MR655MYQ** – Covered by a 5-year warranty or 10,000 cycles (whichever comes first), with servicing required between 2–3 years.
- **Merlin MR555MYQ** – Covered by a 3-year warranty or 7,500 cycles (whichever comes first), with servicing required between 2–3 years.

All motors are covered in accordance with the manufacturer's stated warranty terms and conditions, with specific warranty details including accessory warranty details and exclusions provided in the manual supplied with the product.

An annual service from the date of installation is recommended to ensure smooth operation and long-term reliability. Servicing at the intervals listed above is required to maintain warranty validity. For full warranty details, please refer to the final page of your owner's manual.

If you are unsure about your warranty coverage or service schedule, please contact our office on 1300 296 108 or email [sales@swangaragedoors.com.au](mailto:sales@swangaragedoors.com.au).

- 5.3.** Ownership of all supplied parts and goods remains with the Company until full payment is received.
- 5.4.** The Customer agrees that the Company may enter premises to repossess unpaid goods.
- 5.5.** The Customer, including successors or agents, must not obstruct the Company or its agents from repossessing goods.
- 5.6.** The Customer indemnifies the Company against claims arising from repossession or sale of unpaid goods.
- 5.7.** The Company is not liable for loss, damage, or costs from:
  - Use of non-supplied or non-installed devices.
  - Cracking or collapse of masonry, render, or surfaces.
  - Timber deterioration post-installation.
  - Weakening or collapse of structures supporting the product.
- 5.8.** **Warranty Hours:** Normal business hours Monday to Friday, 8:00am – 4:00pm. Same day or After-hours emergency callouts are not covered; any defects diagnosed are assessed under standard warranty.
- 5.9.** **Unpaid Accounts:** Warranty obligations do not apply to products not paid in full.
- 5.10.** **ACL Compliance:** These warranty limitations do not exclude or reduce consumer rights under the ACL. Consumers retain all statutory guarantees, including acceptable quality and fitness for purpose.

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## 6. LIABILITY

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- 6.1.** Warranty claims are limited to repair or replacement at the Manufacturer's discretion, except where ACL guarantees apply.
- 6.2.** Repairs may require return of the product to the Manufacturer.
- 6.3.** The Manufacturer is not liable for any loss or damage (including consequential loss, loss of use, or profits) except as required under ACL.
- 6.4.** The Company and / or the Manufacturer may touch up pre-painted surfaces on site.

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## **7. COLOUR VARIATIONS & SURFACE IMPERFECTIONS**

- 7.1.** Timber / Wood look Doors: Colour variations are normal and desirable. Warranty claims are excluded for colour variation, including within a door, between doors, or related accessories.
- 7.2.** Pre-painted Doors: Variations may occur between batches. Warranty does not cover colour variations; steel manufacturer's warranty prevails. Colour, texture, and finish should be assessed from ≥5 metres in natural daylight. Minor scratches or surface irregularities are normal, do not affect performance, and can be addressed by installers during installation.
- 7.3.** Imperceptible Imperfections: If minor imperfections cannot be noticed from 5 metres from the centre of the door, they are not considered defects and are not warranty claims.
- 7.4.** ACL Compliance: These cosmetic limitations do not override ACL guarantees.

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## **8. SAFE USE OF OUR PRODUCTS**

- Use products according to the Home Owner's Garage Door Manual.
- Repairs and adjustments, especially to springs and cables, must be performed by a qualified technician.
- Children must not operate doors or controls.
- Automated doors must be fully open before driving in/out.
- Do not alter the product, including painting or adding weight.
- Misuse or unauthorised alterations may void warranty.

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## **9. REMOTE CONTROL CODING**

- Purchaser is responsible for correctly coding remotes.
- The Company is not liable for incorrect remote coding.

- Incorrect coding is not covered by warranty; callout fees apply.

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## **10. FORCE MAJEURE**

- The Company is not liable for delays or failures caused by events beyond its control.

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## **11. CANCELLATIONS & REFUNDS**

- Cancellations within 8 hours for service attendances, or 4 days for garage door installations may incur a fee as noted in 4.4 above.
- Refunds or replacements are processed according to ACL.

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## **12. GOVERNING LAW & JURISDICTION**

- Governed by the laws of Western Australia.
- Disputes resolved in courts of competent jurisdiction in Western Australia.