



## “Backed by Garador” Guarantee Terms & Conditions

The ‘Backed by Garador’ Guarantee serves to provide consumers with confidence that should they order a Garador Group Garage Door, Opener or Accessory from a Garador Dealership, Garador NZ will ensure consumers receive the product they ordered – irrespective of whether the Dealership is in a position to fulfil the order as at the agreed installation date.

We stand behind all of our orders and support our consumers to ensure that the Garador products they order are supplied and installed as they originally intended. The terms and conditions relating to the Garador Guarantee are as follows:

- a) The ‘Backed by Garador’ Guarantee applies in respect of all Garador branded garage doors, openers and accessories ordered via our Garador Dealership network in NZ, in accordance with the below (**Products**).
- b) The ‘Backed by Garador NZ’ Guarantee will apply if:
  - (i) a consumer enters into an agreement with a Garador Dealer to purchase a Product between **9:00am Monday 13<sup>th</sup> July 2020 and 11:59pm Saturday 31<sup>st</sup> October 2020 (Period)**, which may be extended at the sole discretion of Garador NZ;
  - (ii) at the time of the agreement, the consumer pays to the Dealer the standard deposit amount (as agreed between the Dealer and the consumer); and
  - (iii) the Garador Dealership subsequently becomes unable to fulfil the purchase for the product as a result of being declared bankrupt due to COVID-19, and:
    - (a) the bankruptcy is declared within 2 months of the date of the purchase; and
    - (b) there is no legal impediment to Garador NZ stepping in to fulfil the purchase (for example, the liquidator has not decided that it will fulfil the purchase agreement on behalf of the Garador Dealer).
    - (c) If all of the above conditions are satisfied, Garador NZ will supply and install for the consumer the relevant Product(s) provided that the consumer consents to Garador NZ taking over the order (the Garador Dealership is required to notify Garador NZ of any outstanding orders falling within clause (b) above). The supply and install by Garador NZ will be subject to Garador NZ’s standard terms and conditions of supply and install. Any warranties offered or given by the Garador Dealer will not apply unless they are warranties given in writing by Garador NZ.
    - (d) Subject to clause (e) below, the consumer will be required to pay to Garador NZ the remaining amount owing for the supply and install, at the same price as agreed with the Garador Dealer (as noted on the supplied invoice and less the deposit already paid to the Garador Dealer) upon installation of the Product (**Balance**).
    - (e) The Balance must not be less than 50% of the total payable amount (including both products and installation). If the balance is less than 50% of the total payable amount, the consumer is still eligible to claim however they will be required to pay to Garador NZ the shortfall up to 50%.
    - (f) As part of promoting this Guarantee to consumers, Accredited Dealerships agree to work with Garador NZ in arranging installation (i.e. their installers will sub-contract to Garador at standard rates).
    - (g) This Guarantee is applicable for residential installations only.
    - (h) In the event Garador NZ is required to fulfil the order, Garador NZ may contact the consumer with relevant communications (such as service reminders, care and maintenance guidance, etc), as part of supporting the consumer throughout the duration of their purchase.