

CHAMBERLAIN LIMITED WARRANTY
Merlin® Professional WhisperDrive® MT3850EVO
Sectional Garage Door Opener

Chamberlain Australia Pty Limited / Chamberlain New Zealand Limited (**Chamberlain**), the manufacturer of Merlin® automatic garage door openers, is committed to manufacturing and supplying high quality goods. As part of this commitment, we seek to provide reliable service and support for our goods and are pleased to provide you, the original purchaser with this Chamberlain Limited Warranty.

The benefits given to you under this Chamberlain Limited Warranty are in addition to any rights and remedies that you may have under Australian or New Zealand consumer protection laws. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law, or the New Zealand Consumer Guarantees Act 1993. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Chamberlain's warranty

What is covered

Chamberlain warrants to the original purchaser of the Merlin WhisperDrive MT3850EVO Sectional Door Opener (Unit) that all parts of the Unit, other than remote controlled transmitters, and accessories, globes and batteries, are free from defects in materials and workmanship for a period of 84 months or 15,000 cycles (each opening & closing of the garage door equals 1 cycle) whichever comes first, from the date of purchase when installed by a Professional Dealer appointed or authorised by Chamberlain in a residential premise with a residential specified garage door that is designed for the sole purpose of a single-family dwelling.

Chamberlain warrants that remote controlled transmitters, battery backup units and accessories included with the Unit are free from defects in materials and workmanship for a period of 12 months from the date of purchase.

What is not covered

Batteries and globes are not covered under the Chamberlain Limited Warranty.

Travel costs incurred by Chamberlain or the Professional Dealer in either travelling to or from areas outside a capital city metropolitan area. These costs will be at the purchaser's expense.

Additional access costs incurred by a Professional Dealer or Chamberlain in obtaining access where the Unit is not readily accessible. These costs will be at the purchaser's expense.

Warranty conditions

It is a condition of this Chamberlain Limited Warranty that the Unit is sold, installed and serviced by a Professional Dealer appointed or authorised by Chamberlain. A Merlin branded garage door opener purchased over the internet and installed by a person other than a Professional Dealer will not be covered by this Chamberlain Limited Warranty.

It is also a condition of this Chamberlain Limited Warranty that for the operating life of the Unit:

1. the garage door is spring balanced, is operable by hand and opens and closes with no more than a maximum of 20 kgs of lifting weight;
2. the garage door and the Unit is professionally maintained and serviced by a Professional Dealer, at a minimum, during the third and fifth years of the Chamberlain Limited Warranty period such that the spring balanced door operates according to manufacturer specifications. If your door binds, sticks, or is out of balance, then it must not be used until serviced by a trained door technician or Professional Dealer. The garage door service fee will be at the purchaser's expense;
3. the warranty is registered by completing the online form at www.gomerlin.com.au or www.gomerlin.co.nz; and
4. you retain your sales docket or invoice as proof of purchase, and attach it to this manual to enable you to establish the date of purchase in the unlikely event of a warranty service being required.

Making a claim

During the applicable Chamberlain Limited Warranty period, if you are concerned that the Unit may be defective, call the Professional Dealer that sold/installed the opener, or our service centre on the toll free number below and a Chamberlain technician will diagnose the problem and arrange for this to be rectified. Once the problem has been diagnosed, subject to your rights under the applicable Australian and New Zealand consumer protection laws with respect to major failures, Chamberlain or its Professional Dealer will provide you with either, repairs to the Unit or a replacement Unit.

Repairs and replacement parts provided under this Chamberlain Limited Warranty are provided free of charge and are warranted for the remaining portion of the original warranty period.

This Chamberlain Limited Warranty provides benefits which are in addition to your other rights and remedies as a consumer.

Exclusions – what voids the warranty

If our service centre determines that a warranty claim has been made in respect of a failure or defect arising under or out of any exclusion detailed below such that the claim is not covered under this Chamberlain Limited Warranty, we may, subject to your other rights and remedies as a consumer, charge you a fee to repair, replace and/or return the Unit to you.

This Chamberlain Limited Warranty does not cover any failure of, or defect in, the Unit due to:

1. non-compliance with the instructions regarding specifications, installation, operation, maintenance and testing of the Unit or of any product with which the Unit is used;
2. any attempt by a person other than a Professional Dealer to repair, dismantle, reinstall or move the Unit to another location once it has been installed;
3. tampering, neglect, abuse, wear and tear, accident, electrical storm, excessive use or conditions other than normal domestic use;
4. problems with, or relating to, the garage door or garage door hardware, including but not limited to the door springs, door rollers, door alignment or hinges;
5. problems caused by electrical faults or replacement of batteries or light bulbs, blown fuses, electrical surges, power surges or power strikes, fire, flood, rain, water, lightning or storms;
6. water or moisture ingress that causes corrosion or electrical malfunction;
7. corrosion caused by sea air if located near a waterway, beach etc;
8. fitment to a commercial door or in a commercial operating application, installation of a residential garage door opener in a commercial or industrial premises other than a single-family dwelling;
9. lack of proper maintenance, service or care of the door and Unit;
10. any unauthorised modification to the Unit; or
11. damage caused by insects, pests or other after sale damage caused by events or accidents outside Chamberlain's reasonable control and not arising under normal and standard operating conditions.

NB: A General Purpose Outlet (GPO) ie: power point must be supplied by the consumer as this electrical fitting does not form a part of the Unit (opener).

If this Chamberlain Limited Warranty does not apply, you may have rights available to you under the Australian and New Zealand consumer protection laws.

Liability – Australia only

Except as set out in the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010*) (as amended, consolidated or replaced):

1. all other guarantees, warranties and representations in relation to the Unit or its supply are excluded to the extent that Chamberlain can lawfully exclude them; and
2. under no circumstances will Chamberlain be liable for consequential, incidental or special damages arising in connection with the use, or inability to use, the Unit, other than those which were reasonably foreseeable as liable to result from the failure.

Liability – New Zealand only

Except as set out in the *Fair Trading Act 1986 and the Consumer Guarantees Act 1993* (as amended, consolidated or replaced):

1. all other guarantees, warranties and representations in relation to the Unit or its supply are excluded to the extent that Chamberlain can lawfully exclude them; and
2. under no circumstances will Chamberlain be liable for consequential, incidental or special damages arising in connection with the use, or inability to use, the Unit, other than those which were reasonably foreseeable as liable to result from the failure.

Note

Chamberlain reserves the right to change the design and specifications of the Unit without prior notification. Some features or accessories of the Unit may not be available in certain markets or areas. Please check with your distributor.

Chamberlain service centre contact details

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