

GENERAL TERMS & CONDITIONS OF SALE – SAMT-2025

Goods and services are sold and supplied by The Company on the following General Terms and Conditions of Sale unless otherwise expressly agreed in writing between The Company and the purchaser.

1. Definitions

- 1.1. 1.1. The “Company” shall mean SAMT Garage and Gate Automation
- 1.2. 1.2. The “Purchaser” means the person/business to whom or to which this document is addressed or referred to by quotation or letter.
- 1.3. 1.3. “Goods” meaning the goods and service, equipment and materials supplied by the company to the purchaser.

2. QUOTATIONS / ACCEPTANCE

- 2.1. 2.1. THIS IS A QUOTATION ONLY – recommending type and size of doors suitable for the job. Confirmation as an order should be given by the Purchaser to SAMT’s Representative or to SAMT’s Office, “in writing” whereupon this quotation shall become a Contract for Sale and where applicable also a contract for Installation.
- 2.2. 2.2. The details given in the quotation are subject to any alteration or preparation to be carried out by the Purchaser as specified on front of this quotation.
- 2.3. 2.3. Where openings are not complete or actual accurate measurements cannot be taken on site, the SAMT Doors sizes and costs given in this quotation are estimated only and would be subject to revision when accurate measurements can be taken on completion of the opening.
- 2.4. 2.4. Manufacture of SAMT Doors will not commence until accurate site measurements are available and can be checked.
- 2.5. 2.5. Where Doors are made to suit floor levels, lintel heights or opening sizes guaranteed by the Purchaser, any departure from the given sizes will be the responsibility of the Purchaser as will any costs involved in alteration of made-up Doors.
- 2.6. 2.6. PRICE VARIATION: The prices quoted are based on current list prices for SAMT Doors and Material and Labour at date of quotation. Any variation in these prices before completion of the Contract would be to the Purchaser’s account.

3. TERMS OF PAYMENT

- 3.1. 3.1. All prices quoted are in Australian dollars and exclusive of sale or any other tax or duty. Any tax on the production, sale or shipment or any goods sold by the company now imposed or hereafter becoming effective shall be added to the price quoted and shall be paid by the purchaser to the company unless otherwise stated on the quote.
- 3.2. 3.2. Unless specifically varied in writing by SAMT the terms of payment are in full on delivery.
- 3.3. 3.3. If credit is extended the terms of payment are Nett 7 days.
- 3.4. 3.4. Default in payment in accordance with invoiced terms for payment will result in the Purchaser becoming liable to pay all SAMT’s recovery costs and interest fixed at 5% of invoice value.
- 3.5. 3.5. The Purchaser acknowledges that all right title and interest in the goods particularised hereon shall remain the property of the Company until such time as payment in full has been made. At any time after delivery and prior to payment the vendor, SAMT shall have the right to enter into and upon any premise upon which the goods may be stored or installed and remove same without its incurring any liability in relation thereto and the Purchaser hereby appoints the Company his or her servant agent and attorney for the such purposes.
- 3.6. 3.6. Prices quoted exclude installation costs, maintenance or service charges unless otherwise specified.
- 3.7. 3.7. Deposit is non-refundable if the job is cancelled by the Purchaser after the door has commenced manufacture.
- 3.8. 3.8. If any payment is overdue the company will be entitled to suspend or cancel work (including despatch) on other orders from the Purchaser without prejudice to any other right or remedy available to the company, including the right to receive payment for work already carried out and the right to recover the sum unpaid on any previous order.

4. Specifications and Drawings

- 5.1. 5.1. All descriptive and shipping specifications, drawings, dimensions and weights submitted by the company in relation to any quotation are approximate only and any descriptions, illustrations and data contained in any catalogues, price lists and/or other advertising or promotional material are intended by the company only to present a general view.

5. Delivery

- 5.1. 5.1. Any delivery, and/or installation dates given are approximate only and SAMT accepts no liability for delay from any cause whatsoever. If, by any reason or Act of God, war, government or semi-government enactment, regulation or restriction, lock-out, strike, industrial dispute, re, tempest, flood, failure or inability to obtain licenses, transport or materials or any other cause beyond SAMT’s control of delivery or installation is delayed SAMT may extend the time of delivery or installation or if SAMT is unable to deliver or install, the contract shall be voidable at SAMT’s option with no right to either party for damage, loss, cost or expense.
- 5.2. 5.2. The Purchaser will be deemed to have accepted delivery of goods referred to in any invoice or advice note unless the Purchaser makes a claim to the company within 14 days from the date of the invoice or advice note, except when part of the goods referred to therein are received by the Purchaser.

6. Guarantee

- 6.1. 6.1. The company warrants its goods against faulty workmanship and material for the period stated in our Manufacturers Product Warranties Statement from date of dispatch for all products unless stated otherwise on the quote or Invoice at time of order.

The company, at its own discretion, will repair or replace the faulty goods provided that:

- 6.1.1. 6.1.1. The goods were installed and operated as per the supplied instructions and manuals.
- 6.2. 6.2. Goods subject to possible warranty claim must be returned at the purchaser’s expense to the company’s address. Return packaging and freight costs shall be prepaid by the purchaser.
- 6.3. 6.3. The company shall be relieved of all obligations under this warranty if
 - 6.3.1. 6.3.1. The goods have been operated outside its intended or quoted guidelines
 - 6.3.2. 6.3.2. Incorrect fitting of ancillary components working with our product
 - 6.3.3. 6.3.3. Incorrect maintenance procedures as outlined by the company
 - 6.3.4. 6.3.4. The goods have been repaired, altered or modified without the company’s written approval
 - 6.3.5. 6.3.5. The goods are operated with any accessory equipment or parts not approved in writing by the company
- 6.4. 6.4. The company’s warranty only covers goods manufactured/imported by the company. Outside purchases e.g. All accessory parts are covered by the suppliers’ warranty and are subject to these suppliers’ evaluations of warranty claim. In no way can the company be held responsible for decisions made on warranty claims by these suppliers.
- 6.5. 6.5. In no way will the company accept repair charges for unauthorised work carried out without prior written approval from the company.
- 6.6. 6.6. The company shall under no circumstances be liable for any form of incidental or consequential damages connected with or arising out of supply, performance or use of any goods or any part thereof and the company total liability shall in all circumstances be limited at the option of the company to either replace the defective goods or part thereof or repair the defective goods or part thereof.
- 6.7. 6.7. Any technical advice is provided by the company in good faith but does not make any warranty expressed or implied. In relation to such technical advice which is used or relied upon by the purchaser shall be at its sole risk.
- 6.8. 6.8. The purchaser is solely responsible for determining the sufficiency and suitability of any goods for their intended purpose, regardless of whether the purchaser has specified that the goods are intended to be used for a particular purpose.
- 6.9. 6.9. Any technical advice is provided by the company in good faith but does not make any warranty expressed or implied. In relation to such technical advice which is used or relied upon by the purchaser shall be at its sole risk.

7. Cancellations and Returns of Goods

- 7.1. 7.1. Goods will not be accepted for return of credit without prior approval. Also 15% restocking fees applies for incorrect orders on all products. No refunds will be accepted after 14 days from delivery.
- 7.2. 7.2. Goods must be returned to the company’s address at the purchaser’s expense.
- 7.3. 7.3. Goods returned are subject to inspection for damage and operational wear prior to credit approval.
- 7.4. 7.4. The Purchaser may not cancel orders once accepted by The Company. The Company may allow an order to be cancelled at its discretion, subject to The Company recovering from the Purchaser the costs incurred by accepting such order.
- 7.5. 7.5. The Purchaser may only return Products to The Company for a change of mind or for incorrect ordering, and receive a credit or refund less 15% restocking fee, on the following conditions:
 - 7.5.1. 7.5.1. Return must be made within 14 days of the date of delivery (as stated on the delivery documentation).Products must be returned to The Company in their original packaging, unused and in a condition which will enable them to be immediately fit for re-sale.
 - 7.5.2. 7.5.2. Products must be adequately packed and dispatched freight prepaid, clearly labelled, to the company’s warehouse, Factory 19, 5 Lyn Parade, Prestons, NSW 2170 Sydney Australia.

8. On Site Installation

- 8.1. 8.1. The Purchaser will indemnify the company against all loss and damage suffered by the company, and against all claims and demands made against the company, in respect of any injury or damage to persons or property caused by dangerous premises or equipment of the Purchaser.
- 8.2. 8.2. The installation costs cover only the work specified on the quotation and do not, unless specifically stated, include rectification of existing out-of-square openings or removal of old doors and any other civil works.
- 8.3. 8.3. Whilst reasonable care will be taken while drilling and fixing, SAMT and its Installers will not be responsible for the failure, from any cause whatsoever, of any masonry or rendered surfaces while drilling or fixing by cracking or collapsing.
- 8.4. 8.4. The Term “Take down old doors” or similar words used in this quotation refers only to the taking of old doors off the structure and does NOT in any way imply removal or taking away or disposing of any old doors from the property unless otherwise specified.

9. Legal Construction

- 9.1. 9.1. Except as may be otherwise agreed in writing between the company and the purchaser any contract arising between the company and the purchaser shall be construed and operated as an Australian contract and in conformity with the laws of and applicable in the State of New South Wales and the company and purchaser agree to submit to courts having jurisdiction in that State.
- 9.2. 9.2. SAMT Garage & Gate General Terms and Conditions of Sale SAMT-2024 herewith superseded and override all previous SAMT Terms and Conditions of Sale.
- 9.3. 9.3. Any terms or conditions put forward by the Purchaser, whether in a purchase order, specification or otherwise, will not be binding to the company in so far as they purport to amend, annul or augment any of these terms and conditions unless specifically agreed to in writing by the company.
- 9.4. 9.4. Our failure to enforce or exercise, at any time or for any period of time, any term of any contract incorporating these terms and conditions will not constitute, and will not be construed as, a waiver of such term and will in no way affect our right later to enforce or exercise it.
- 9.5. 9.5. The invalidity or unenforceability of any of these terms and conditions will not affect the enforceability of the remainder of these terms and conditions.
- 9.6. 9.6. These terms and conditions will in all respects be construed and have effect according to Australian law and the parties agreed to submit to the jurisdiction of the appropriate Australian Courts.

Manufacturers Product Warranties Statement

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are 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.

In addition, we offer our SAMT Warranty as set out below. The benefits given to you by our SAMT Warranty are in addition to other rights and remedies you may have under the Australian Consumer Law. Our SAMT Warranty does not exclude, restrict or modify any such statutory rights or remedies which cannot be excluded.

For products sold and installed by SAMT, the SAMT Warranty extends to cover defects of manufacture and costs of delivery and/or re-installation of any product repaired or replaced under the terms of the SAMT Warranty. In all other circumstances, where the products are supplied by a third party, the SAMT Warranty covers defects of manufacture only and does not include costs of reinstallation or delivery.

This is not intended to exclude, restrict or modify any right or remedy to which you may otherwise be entitled in respect of delivery or re-installation under the Australian Consumer Law.

Schedule of Warranty Period for Individual Components

Our SAMT Warranty applies for the periods (the Applicable Warranty Period) stated as follows:

General Warranty for all products

- 1 year on all components, labour & workmanship, if fitted by an SAMT Technician, in a residential premise with a residential specified garage door or gate that is designed for the sole purpose of a single-family dwelling. Unless otherwise specified.
- 1 year on parts only, if fitted by parties other than an SAMT Technician.
- 3 months warranty on spring tension on all garage doors.
- SAMT strongly recommends that all SAMT products be serviced by a qualified technician every 12 months to ensure longevity of the products life.

Residential A, AA & B Series Roller Doors and all Panel Overhead Doors i.e Colorbond/Timber/Alucobond/Customised

Domestic/Residential use (Roller Door ONLY) – 7 years corrosion free (not within 800metre of a high salt concentration) on door curtain, excludes paint surface rubbing or fading. (Excludes timber surface coatings applied by a third party other than supplied by SAMT, which have no warranty).

Commercial/Industrial Roller Door

1 year on all components, labour & workmanship, if fitted by an SAMT Technician.

Glidermatic GRD Heavy Duty & Dual Roller Door Operator

Domestic / Residential use – 6 year parts only warranty on drive unit & motor, 1 year on electronics, limit switches, labour & workmanship.
Industrial/Commercial use – not suitable for these applications therefore warranty is void.

Glidermatic Genesis GTS, Genesis, Genesis Optima Sectional Overhead Door Operator

Domestic / Residential use –Genesis GTS - 3 years on motor only.
–Genesis & Genesis Optima - 5 years on motor only.

Remotes/Transmitters

3 month warranty on all components (Excludes batteries, fuses & lights globes, which have no warranty).

Product Warranty Conditions

1. Subject to the following specific limitations and exceptions, and in addition to all rights and remedies to which you may be entitled under the Australian Consumer Law, SAMT warrants all new doors, motors and electronic components of SAMT’s manufacture, sold and installed by SAMT, to be free from defect in workmanship under normal use and service for the Applicable Warranty Period prescribed above.

2. During the Applicable Warranty Period, SAMT will make good any defect as described in clause 1 above by repairing or replacing the affected product or part (at its option) PROVIDED THAT notice of any claimed defect in materials or workmanship in or resulting from installation of any door shall have been given to SAMT within the period from date of installation as prescribed above.

3. For products sold through or installed by an authorised SAMT Distributor or other party (other than an accredited Installer Contractor nominated by SAMT), our SAMT Warranty covers only defects of manufacture and does not include:-

- Any defects caused by or related to the installation of that product, nor
- The cost of delivering or re-installing a product that is repaired or replaced.

This limitation does not exclude, restrict or modify any right or remedy to which you may otherwise be entitled in respect of delivery or re-installation under the Australian Consumer Law or other applicable laws, which may not be excluded.

4. Our Warranty does not apply to any defect, loss or damage arising or caused directly or indirectly by or as a result of:

- Any masonry rendered or other surfaces cracking or collapsing during installation of the door.
- Any defect or deterioration of timber including drying out after installation.
- Any weakening or collapse of the structure to which the doors are a fixed occurring any time after installation.
- Any damage to or deterioration in the condition of the doors occurring in transit by the Purchaser’s nominated or appointed carrier or occurring after delivery and prior to installation.
- Any defect (including defects in component parts or accessories) rising from or attributable to the failure to carry out normal preventive maintenance or adjustment.
- Any additional defect damage or deterioration arising from or attributable to the operation of the door after it is known to be defective.
- Any door installed within 800m of the sea or other body of water of equivalent or greater salt concentration or in an area subject to industrial fall out.
- Any fault or surge in electricity supply, blown fuses, electrical surges, power surges or power spikes.
- The door striking an immovable object during travel.
- Lack of proper maintenance, service or care of the door and/or motor.
- 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.
- 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.
- Any unauthorised modifications to the product.
- Radio or electrical interference.

5. Items excluded from our SAMT Warranty are:

- Batteries
- Fuses & Globes
- Sensitivity adjustments

6. Water damage voids the SAMT Warranty on all electronic components.

7. For all garage door openers/motors:

- The garage door that the product is used with must be spring balanced in such a way that the user is able to open and close the door by hand with a force no greater than 20kgs.
- If the garage door is out of balance, sticks or binds, the motor must not be used until serviced by a professional garage door technician.

8. While SAMT doors are long lasting and hard wearing under normal conditions our SAMT Warranty does not extend to inherent defects in steel or other material used in the manufacture. SAMT will however, where possible, procure and assign to the Purchaser the benefit of the warranty of the manufacturer of the steel or other material.

9. If SAMT has at request of the Purchaser, procured painting, powder coating or other surface application to its product, the SAMT Warranty does not extend to such painting, powder-coating or other surface application. For this purpose, SAMT at all times acts as agent of the Purchaser. SAMT may, as a service to the Purchaser but without any legal obligation to do so, assist the Purchaser to obtain redress in respect of any defect.

10. Except as is provided by the SAMT Warranty and subject to any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law which may not be excluded, , this SAMT Warranty supersedes and excludes all representations, warranties and conditions whether expressed or implied by law and SAMT shall have no liability or otherwise than herein provided for any loss and damage (including consequential loss and damage, loss of use or profits) by reason of delay, defective or faulty materials or workmanship, negligence or any act, matter or thing done permitted or omitted to be done by SAMT.

11. SAMT reserves the right to touch up on site Colorbond and or pre-painted surfaces on its range of garage doors but, no responsibility will be taken for the possibility of any paint rubs or scuffing on the internal wash coat finish or external painted surface.

12. To make a claim under our SAMT Warranty: (Contact Us with proof of purchase before making any warranty claims)

- (a) If you purchased your product directly from SAMT, you must send your claim to one of the addresses listed at the end of this warranty; or
- (b) If you purchased your product from an authorised SAMT Distributor or other non-SAMT entity, you must make your claim through that authorised Distributor or other non-SAMT entity.

(c) A return to base warranty applies and does not cover labour for onsite attendance unless the product has been installed by an SAMT technician. Return to base indicates that the product must be returned to SAMT for repairs or replacement in original or suitably secure packaging

Proof of purchase MUST be provided at the time of the SAMT Warranty claim.

Any cost incurred by you in making a claim under our SAMT Warranty will be borne by the Purchaser.

SAMT Garage & Gate Automation

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