

## WARRANTY

1. When supplying goods to a consumer, the following mandated statement applies: "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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."
2. The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.
3. Subject to the conditions and limitation below, the Company warrants products of its manufacture to be free of defects in workmanship and/or materials at the time of delivery to the Buyer.
4. Fans/Fan Coil Units/Energy Recovery Units - any part, assembly or portion thereof found to be defective within one year from the date of commissioning or eighteen (18) months from date of shipment from our factory, whichever is the sooner, unless expressly stated otherwise in the Company's Publications or Literature, will be repaired or exchanged F.O.B factory. This excludes consumable and user serviceable parts such as filters etc.
5. Flexible Duct that is found to be defective within five years from the date of invoice, unless expressly stated otherwise in the Company's Publications or Literature, will be repaired or exchanged F.O.B factory.
6. Grilles, Diffusers and Weather Louvres that are found to be defective within one year from the date of invoice, unless expressly stated otherwise in the Company's Publications or Literature, will be repaired or exchanged F.O.B factory.
7. The Company reserves the right to replace defective parts of the goods with parts and components of similar quality, grade and composition where an identical component is not available.
8. Goods 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 goods.
9. Goods or parts that have been returned for repair (except where the repair is as a result of the Company's failure to comply with the statutory guarantees in the ACL) or warranty assessment are deemed to have been abandoned by the Buyer if not collected within 30 days after the Company has notified the Buyer in writing of the warranty assessment outcome or the completed repair.
10. The Company reserves the right to dispose or otherwise deal with an abandoned product or part at its discretion.
11. This warranty does not apply if:
  - the goods have not been paid for by the Buyer as per the credit terms provided;  
or
  - the goods have not been installed in accordance with AS NZS 3000/2000 Australian/New Zealand Wiring rules;  
or
  - the goods have been misused or neglected.
12. The Company assumes no responsibility under this warranty for the labour costs involved in the removal of defective parts, installation of new parts or service charges related thereto.
13. If a fault covered by this warranty occurs, the Buyer must first contact the Company at the contact address on mentioned below on this document.
14. Any warranty claim must be accompanied by:
  - proof of purchase;
  - written details of the alleged defect; and
  - appropriate documentation (such as installation and maintenance records etc).
15. The Company shall have the option of requiring the return of the defective part (transportation prepaid by the Buyer) to establish the claim.
16. The Company makes no warranties or representations other than set out in this clause 7.
17. The repair or exchange of the goods or part of the goods, is the absolute limit of the Company's liability under this express warranty.

**HEAD OFFICE** : PO Box 707, Alexandria NSW 1435, Tel: 02 8073 3310, Fax: 02 8073 3320

**ACT** : Street Address: 53 Tennant St, Fyshwick, ACT 2609

**NSW** : Street Address: Unit 1, Building 1, Sydney Corporate Park, 85 O'Riordan St, Alexandria NSW 2015

**QLD** : Street Address: 1C, 29-41 Lysaght St, Acacia Ridge, QLD 4110

**VIC** : Street Address: 79-81 Moreland St, Footscray, VIC 3011

**TAS** : Street Address: 2/10 Lampton Avenue, Derwent Park, TAS 7009