

# AUTOMATIC HEATING GLOBAL PTY LTD

## WARRANTY

Automatic Heating Global Pty Ltd (ACN 611 897 600) ("AHG") provides the following warranty in relation to its goods and services.

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.

### **Australian Consumer Law**

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Please note that the above rights may not apply or may be limited if you do not fall within the meaning of "consumer" in the Australian Consumer Law.

### **Warranty**

AHG warrants that, subject to the exclusions below:

- (a) all goods sold have a twelve (12) month warranty against defects in materials and workmanship from the date of purchase ("Goods Warranty").
- (b) all services performed have a one (1) month warranty against any defects in workmanship from the date of the provision of the service ("Service Warranty")
- (c) any parts installed during a service call carry a twelve (12) month warranty against defects in materials and workmanship from date of installation.
- (d) where an appliance is commissioned by a nominated AHG Technician, twelve (12) month warranty against defects in materials and workmanship from the date of commissioning.

The Goods Warranty and Service Warranty will not apply to goods rendered defective as a result of:

- (a) deliberate or accidental damage;
- (b) fair wear and tear;
- (c) negligent use or use for a purpose other than which the goods were designed, including but not limited to:
  - (i) inappropriate site conditions;
  - (ii) incorrect voltage; or
  - (iii) voltage supply problems;
  - (iv) tampering;
  - (v) incorrect water treatment – (see note 1);
  - (vi) improper installation, handling, use, operation, or storage; or (note 2);
  - (vii) due to any other causes outside of AHG's control.
- (d) the Customer's failure to maintain the goods in accordance with the manufacturer's requirements; (see note 3)
- (e) exposure to abnormal conditions including environment, temperature, fire, water, humidity, pressure, stress or similar.

### **Warranty Claims – on receipt of products**

If a fault covered by warranty occurs, the Customer must:

- (a) give AHG written details (to the contact address specified on the front of this document) of any defect in the goods or provision of the services together with documentary proof of the date of purchase and date of installation of end user of the goods within 30 days of identifying the defect;
- (b) return the defective goods to AHG or allow AHG or its employees or agents to inspect the goods; and
- (c) provide any information requested by AHG in relation to the goods, installation of the goods or provision of the services.

The Customer must make the goods available to AHG or its authorised repair agent for inspection and testing. If such inspection and testing finds no defect in the goods, the Customer must pay AHG's usual cost of service work and testing.

The Customer must bear the cost of transporting any goods to AHG or its authorised repair agent to make the claim, and all insurance of the goods.

AHG reserves the right to replace defective parts of the goods with parts and components of similar quality, grade and composition where an identical part or component is not available.

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.

## **Warranty Claims**

- a) Customer must provide proof of purchase and product data badge or serial number details.
- b) Customer must provide commissioning details (if not commissioned by AHG), service records including water treatment reports.
- c) Account customers to provide a warranty purchase order to authorise a warranty service call. If the warranty claim is not considered a product fault, then AHG reserves the right to charge for the service call.
- d) Where defective goods are identified, AHG reserves the right to replace the defective parts and components with similar quality, grade and composition where an identical part or component is not available.
- e) Goods presented for repair may be replaced with refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods and carry a warranty as set out above.

## **Limitations**

The repair or replacement of the goods and resupply of the services is the absolute limit of AHG's liability under this express warranty.

AHG makes no express warranties or representations other than set out in this warranty.

Commissioning of Gas appliances and equipment must be completed by a qualified trained technician approved by AHG and commissioning reports must be presented with any warranty claim made to AHG.

If warranty is requested and product not commissioned by AHG, commissioning documentation shall be provided at the time of the warranty claim.

## **Note 1 - Water Treatment**

System water should be checked at a minimum of every six (6) months and the reports shall be made available to AHG on request.

Water quality shall be maintained in accordance with the manufacturer's recommendations at all times.

The use of water treatment products that fail to meet the manufacturer's requirements will deem the warranty of the product invalid. Incorrect system water treatment or constant freshwater in a sealed system will affect the longevity of the appliance.

## **Note 2 - Installation**

All wiring shall be in accordance with AS3000 and details of the installing electrician shall be available on request.

Pump commissioning data shall be recorded and made available to AHG in the event of a warranty claim. Data shall include pressure performance and motor current recorded during commissioning.

Expansion Tanks shall be commissioned and set to suit the system static pressure of the system and pre-charge pressure shall align with the static pressure requirements.

## **Note 3 - Maintenance**

As per the manufacturer's specifications, gas appliance/s require servicing every twelve (12) months by a qualified technician. When claiming warranty service all records to be provided.

Any defects which occur beyond the Goods Warranty or Service Warranty period fall outside the scope of this express warranty.

## **Contact**

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