

HEATCRAFT AUSTRALIA PTY LTD - WARRANTY POLICY

GENERAL WARRANTY CONDITIONS

Heatcraft Australia Pty Ltd ("**Heatcraft**") monitors the quality of the refrigeration, air conditioning products and components it sells to stringent standards and is pleased to provide comprehensive warranties to deliver customer satisfaction and confidence.

- The warranties given under these General Warranty Conditions are given in favour of a purchaser ("**Buyer**") of a new Heatcraft product ("**Goods**") in Australia or New Zealand only, by Heatcraft Australia Pty Ltd (ABN 67 000 056 717), of Locked Bag 63, Wetherill Park, NSW 1851 Ph: 02 9774 7155. Email: warranty@heatcraft.com.au.
- Goods sold to consumers as defined under section 3 of the Australian Consumer Law ("ACL") come with ACL guarantees that cannot be excluded.** If the Buyer is such a consumer:
 - it is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable damage; and
 - it is entitled to have the Goods repaired or replaced if the Goods fail to be of an acceptable quality and the failure does not amount to a major failure. This warranty against defects is given in addition to other rights and remedies of the Buyer under law.
- Buyers acquiring the Goods for the purpose of:
 - re-supply or using them up or transforming them in trade or commerce in the course of:
 - a process of production or manufacture; or
 - repairing or treating other goods or fixtures on land; or
 - non personal, domestic, household use or consumption; are not "consumers" under the ACL, and clause 2 does not apply to them.
- Heatcraft warrants to the Buyer that Goods will be free from manufacturing defects due to faulty manufacture or materials, for a minimum of twelve (12) months from the original date of sale (invoice date), subject to this Policy and Heatcraft's terms and conditions of sale and hire, which are provided on Heatcraft's website www.heatcraft.com.au or www.heatcraft.co.nz (which prevail in the event of conflict), catalogues and any agreed written variations.

The warranties and remedies in this Policy are exclusive and in lieu of all other conditions and warranties which might otherwise apply, which are expressly excluded to the extent permitted by law.

- The express warranty in Clause 4 is subject to the following conditions:
 - Heatcraft's obligations shall be limited to making good by repair or replacement, at our discretion, any such defects as may prove to our satisfaction to have resulted from faulty manufacture or materials within the warranty period. The repair or replacement shall be performed during normal business hours by Heatcraft at our manufacturing facility or at the Buyer's site by a repair agent authorised by Heatcraft.
 - In no event shall Heatcraft be liable for consequential damage or for any amount greater than the price paid by the Buyer for the Goods. Heatcraft is not liable for any food or product loss, refrigerant loss or any other consequential losses (including cost of labour and/or material) that may occur because of, or associated with, any failure or stoppage of Heatcraft Goods, nor for any repairs or replacements that may be effected by the Buyer or a third party, except where specific approval has first been obtained.
 - It is incumbent upon the Buyer to apply and use the Goods strictly in accordance with the manufacturer's application, installation and operation instructions, applicable standards and industry practice. Any defect or failure resulting from misapplication, alteration, misuse or abuse or due to any other contributing factor beyond Heatcraft's control, automatically voids this warranty.
 - This warranty is conditional upon any defective Goods being returned to Heatcraft's manufacturing or distribution facilities with all freight and associated forwarding charges prepaid. Such returns will remain the customer's property until repaired, replaced or otherwise dealt with under this Policy.
 - No responsibility is accepted for damage in transit, and customers should therefore arrange their own "In Transit" insurance cover.
 - For Compressors, a claim lodged by the Buyer under this warranty requires assessment, inspection and testing by Heatcraft as follows:
 - Hermetic Compressors will be cut open and destroyed in the assessment process and Semi hermetic compressors disassembled to determine if a fault exists,
 - An assessment report will be provided within 28 days. If the claim is approved a credit will issued. If the claim is rejected Heatcraft reserves the right to charge a fee to cover cost of assessing the claim, and
 - Compressors will be sent for salvage unless Buyer has nominated for it to be returned on the compressor assessment form and provided the necessary return shipping details, at Buyer's cost.
- Heatcraft may review this Policy from time to time and reserves the right to change it.

7. ADDITIONAL SPECIFIC WARRANTY PERIODS AND CONDITIONS RELATING TO INSTALLED EQUIPMENT

NOTWITHSTANDING THE WARRANTY PERIOD STATED IN CLAUSE 4 OF THIS POLICY THE FOLLOWING WARRANTY PERIODS AND CONDITIONS APPLY FOR COMMERCIAL REFRIGERATION AND AIR-CONDITIONING EQUIPMENT;

Commercial Refrigeration Products Group	
"KIRBY" or "BOHN" branded compressorised products such as Condensing Units, Single Compressor, Basic Units, Multiple Compressor Racks and Packaged Units or heat transfer products such as Remote Condensers and Evaporators conditional Parts and Labour based on the applicable Heatcraft's standard rate schedule, which is updated from time to time to reflect current industry rates, at Heatcraft's sole discretion.	Parts; 24 months Labour; Warrantable faults on commissioning (start-up) of equipment only.
Other non "KIRBY" or "BOHN" branded commercial refrigeration equipment conditional Parts Only or as provided by the supplier/manufacturer.	12 months
Compressors; replacement of Compressor/Parts only or as provided by the supplier/manufacturer.	12 months

Commercial and Residential Air-conditioning Products Group	
"LENNOX" branded air-conditioning equipment; Gas Furnaces, Add-on Cooling, Window units, High Wall Split units, Split Ducted and Multi Head units, as per Warranty details supplied with the units the following apply:-	
• Residential Applications; conditional Parts and Labour based on the applicable Heatcraft/Lennox standard rate schedule, which may be updated from time to time to reflect current industry rates, at Heatcraft sole discretion.	5 Years
• Additionally for the gas exchanger in a LENNOX Gas furnace a further 5 years Parts Only is offered.	10 Years (cumulatively)
• Commercial Application; conditional Parts and Labour based on the applicable Heatcraft/Lennox standard rate schedule, which may be updated from time to time to reflect current industry rates, at Heatcraft sole discretion.	2 Years
• Industrial Applications; conditional Parts Only	12 Months
Other non "LENNOX" branded equipment; as provided by the supplier/ manufacturer.	N/A

The following general references must also have been appropriately actioned:

- Heatcraft or equipment manufacturer's product installation instructions, including where so requested, to complete and return of the commissioning record cards to Heatcraft Warranty Administration warranty@heatcraft.com.au within 30 days of installation,
- HB40 Refrigeration & Air conditioning Code of Good Practice, and
- Any applicable Australia/New Zealand Standard.

Failure to ensure this may render this warranty null and void.

8. THE WARRANTIES IN THIS WARRANTY POLICY DO NOT COVER (subject to applicable laws):

- Damage or problems or unsatisfactory performance caused to the Goods by faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, over transients or electromagnetic interference not originating within the Goods including solar power supply fluctuations and inadequacies;
- Damage or problems or unsatisfactory performance resulting from incorrect installation or commissioning;
- Damage or problems or unsatisfactory performance caused by the use of an accessory, component or product not supplied as part of the Goods e.g. Condensate Pumps or non-approved controllers.
- Damage or problems or unsatisfactory performance caused by storm, fire, flood, hail, atmospheric fallout, vandalism, misuse, negligence, acts of God, earthquake, war, vermin, foreign matter entering the Goods (e.g. dirt and moisture) or any outside agency.
- Damage or deterioration to the external surfaces or refrigeration coils caused by normal weathering or corrosive atmospheric conditions such as but not limited to industrial pollution, corrosive chemicals or sea air;
- Any costs associated with gaining acceptable service access to Goods installed in restricted or unsafe (e.g. high) locations;
- Travelling cost and freight charges for repairs performed outside the area normally serviced by Heatcraft authorized repair agents, nominally a 40 km radius from a Heatcraft location;
- Goods which have been installed in a transportable or mobile application (e.g. caravan, portable/transportable homes or boats);
- Goods which have been reinstalled at a location other than the original location;
- Any consumable item (e.g. batteries, filters, belts, remote controls) supplied with the Goods unless the item is shown to be defective at the time of purchase;
- Damage or problems or unsatisfactory performance caused directly or indirectly by the operation of the equipment in an environment where:
 - Operating at conditions outside the operating conditions specified in applicable product technical literature; or
 - Misapplication of the Goods; or
 - Incorrect use or installation of any consumable; or
 - In the case of Air-conditioning equipment, failure to check and clear obstructions in both the indoor and outdoor sections of the Goods, including the air filters, vents, coils and drainage pipes.

LENNOX - 5 YEAR RESIDENTIAL AND 2 YEARS COMMERCIAL WARRANTY TERMS

EFFECTIVE MARCH 2017

1. This Warranty covers your Lennox Product when installed, operated and serviced in accordance with the relevant Lennox Engineering Handbook, Installation Instructions and Heatcraft Australia Pty Ltd / Heatcraft New Zealand Limited Terms and Conditions of Sale against defects in design, materials and workmanship for a period not more than 5 years for Residential application (relating to or consisting of private housing rather than offices or factories) and 2 years for Commercial applications (nonresidential properties such as but not limited to building intended to generate profit, hotels, restaurants, cafes, sports facilities retail, offices, schools, factories, warehouses and distribution centers), the warranty period starts from the purchase (invoice) date from Heatcraft.
2. Notwithstanding the above Heatcraft offer an additional extended "Parts Only" warranty for the gas heat exchanger inside the Lennox residential gas furnace Product range. The warranty period is extended to the original owner beyond the standard 5 years by an additional 5 years being a total 10 year period.
3. Product defects covered by this warranty will be repaired or replaced at the discretion of Heatcraft without cost to the owner (including labour) for the replacement parts or product. The repair or replacement shall be performed during normal business hours. Heatcraft reserve the right to allocate the work to a third party being an Authorized Lennox Service Agent of its choosing.
4. Any part or product replaced under this warranty will be warranted in accordance with the provisions of this warranty for the remainder of the original warranty period or 12 months from the completion of the repair, whichever is the greater.
5. Except where inconsistent with the owners statutory rights given by this warranty, all other warranties and all liability of Heatcraft for any loss or damage direct and consequential (including loss of profits) is expressly excluded.
6. Our goods come with guarantees that cannot exclude under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonable foreseeable loss or damage. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure.
7. Please note that the rights under Australian Consumer law are limited in circumstances, where the purchaser of a Heatcraft Product is not a 'Consumer'. You are a Consumer only if the price of the goods is below \$40,000 or the goods are of a kind ordinarily acquired for personal, domestic household use or consumption.

8. THE WARRANTY DOES NOT COVER:

- (a) Damage or problems or unsatisfactory performance caused to the Product by faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, over transients or electromagnetic interference not originating within the Product including solar power supply fluctuations and inadequacies;
- (b) Damage or problems or unsatisfactory performance resulting from incorrect installation or commissioning;
- (c) Damage or problems or unsatisfactory performance caused by the use of an accessory, component or product not supplied as part of the Product e.g. Condensate Pumps or none Lennox approved controllers.
- (d) Damage or problems or unsatisfactory performance caused by storm, fire, flood, hail, atmospheric fallout, vandalism, misuse, negligence, acts of God, earthquake, war, vermin, foreign matter entering the Product (e.g. dirt and moisture) or any outside agency.
- (e) Damage or deterioration to the external surfaces or refrigeration coils caused by normal weathering or corrosive atmospheric conditions such as but not limited to industrial

- (f) Any costs associated with gaining acceptable service access to Product installed in restricted or unsafe (e.g. high) locations;
- (g) Freight charges including insurance or travelling cost for repairs performed outside the area normally serviced by Heatcraft Authorized Service Agents;
- (h) Products which have been installed in a transportable or mobile application (e.g. caravan, portable/transportable homes or boats);
- (i) Products which have been reinstalled at a location other than the original location;
- (j) Any consumable item (e.g. batteries, filters, belts, remote controls) supplied with the Product unless the item is shown to be defective at the time of purchase;
- (k) Damage or problems or unsatisfactory performance caused directly or indirectly by the operation of the equipment in an environment where;
 - (i) Operation in an environment where climate comfort of humans is not the primary function of the Product; or
 - (ii) Operation at conditions outside the operating conditions specified in Lennox technical literature applicable to the Product; or
 - (iii) Misapplication of the Product; or
 - (iv) Incorrect use or installation of any consumable; or
 - (v) Failure to check and clear obstructions in both the indoor and outdoor sections of the Product, including the air filters, vents, coils and drainage pipes; or
 - (vi) Exhausted, leaking or used batteries.

9. THE PURCHASER IS RESPONSIBLE FOR:

- (a) The correct operation and regular maintenance of the Product as noted below. The correction of any non-Product fault or problem is not covered by this warranty;
- (b) Operation of the Product is in accordance with the operating instructions;
- (c) Carrying out periodic maintenance of the Product, in the case of residential once every 6 months and in the case of commercial once every 3 months;
- (d) Regular cleaning of the air filter (s) and the replacement where necessary;
- (e) Ensuring that the air inlet and the outlet on the outdoor units is kept clear of any obstructions (e.g. dirt, leaves, plants);
- (f) Ensuring that the condensate drain is kept clean;
- (g) Replacement of exhausted batteries.

10. In respect of any goods supplied under the contract where the price is more than \$40,000 or the goods are not of a kind ordinarily acquired for the personal domestic household use or consumption, unless the owner establishes the following limitation of liability would not be fair and reasonable, the liability of Heatcraft for any defect of design, materials or workmanship will be limited to any of the following as determined by Heatcraft.

- (a) Replacing the Product or supplying equivalent Product;
- (b) Repairing the Product;
- (c) Paying the cost of replacement of the Product or acquiring equivalent Product or;
- (d) Paying the cost of having Product repaired.

To register your Lennox Product warranty, please complete the section below and return a copy to:-

Lennox Heating & Air Conditioning c/o Heatcraft Australia Pty Ltd, Locked Bag 63, Wetherill Park, NSW 1851. Alternatively, you can register online at www.lennoxus.com.au or www.lennoxnz.co.nz

PLEASE PRINT AND COMPLETE ALL SECTIONS BELOW:

CUSTOMER NAME:			
ADDRESS:			
SUBURB:		STATE:	
		POSTCODE:	
COMPANY NAME (INSTALLER):			
TECHNICIAN NAME:			
PHONE/CONTACT NO.			
DATE OF INSTALLATION:		Model No.:	
OUTDOOR UNITS SERIAL NO.:		Outdoor Units Serial No.:	
APPLICATION:	<input type="checkbox"/> Residential Application	<input type="checkbox"/> Commercial Application	
TECHNICIAN SIGNATURE:			

To get your unit repaired under this warranty, contact your Installer or your nearest Lennox/Heatcraft office by calling 13 23 50 in Australia or 0800 653 330 in New Zealand. Both this document and your proof of purchase must be presented.

If your unit will not operate – complete the following checklist before you call for service;

- Check operation of the remote control and that the batteries are in charged condition
 - Is the fuel/power turned on and available?
 - Clean the filter
 - Some products are equipped with manual lockout or manual reset devices. Reset if necessary. Check with your installer or operating instructions.
- CAUTION: Do not reset more than once. If the unit continues to malfunction, call your service agent.

When calling your local service agent be prepared to supply them with the complete model number of the equipment, along with the serial number and installation date. Also be prepared to give them an accurate description (as best you can) of the problem. In order to maintain high efficiency in operation and conserve energy use, we recommend an annual maintenance program. Such programs are available from your Lennox Dealer and will help increase the serviceable life of the Product and your investment. Talk to your Dealer/Installer for more information and to explain the benefits of an annual PLANNED SERVICE AGREEMENT.