

## WARRANTY & EXTENDED WARRANTY TERMS, CONDITIONS & REGISTRATION

### DEFINITIONS

**Extended Warranty** – means a voluntary promise offered by the Supplier to the Customer for a product ensuring the product is free of defects for a period beyond that which is required under the Australia Consumer Law (ACL). The promise becomes a right that can be enforced under the Australian Consumer Law (ACL). The WARRANTY & EXTENDED WARRANTY TERMS, CONDITIONS & REGISTRATION period are limited by time and is subject to binding conditions of which the Customer has an obligation to ensure any/all equipment purchased is adequately maintained and regularly serviced by authorized service agents.

**Customer or Operator** – means the person, operator, trust, firm, company, partnership, or other entity whose has the purchased the goods.

**Supplier** – means IGLU COLD SYSTEMS AUSTRALIA Pty Ltd (ACN: 163 264 499) – (ABN: 59 163 264 499);

**Terms** – means the conditions of Warranty & Extended Warranty as set out by the Supplier under the (Version 1.04.17);

**Goods** – means product purchased by the Customer which is delivered by the Supplier under which is offered with an Extended Warranty period including any services forming part of the supplied goods.

### 1. INTERPRETATION

1.1 The headings used in the Warranty & Extended Warranty Terms & Conditions do not form part of the Warranty & Extended Warranty Terms & Conditions and are for convenience and formatting purposes only.

1.2 "Including" is not a term of limitation or restriction.

### 2. NO LIABILITY FOR THIRD PARTY INTERVENTION

2.1 The Supplier (IGLU COLD SYSTEMS AUSTRALIA P/L) shall in no circumstance accept any liability arising for any goods or equipment damaged through negligence or poor installation by the Customer, any Contractor, Sub-contractor, or any other third (3rd) party whose service/s has not been provided directly by IGLU COLD SYSTEMS AUSTRALIA Pty Ltd.

2.2 The Customer shall bear the full cost of replacement, repair, or any compensation for any such goods or equipment damaged by the Customer, Contractor, Subcontractor/s, or any third (3rd) party not engaged directly through the Supplier and the Customer indemnifies the Supplier against any loss or damage the Supplier may suffer as a result of this damage to the full extent of the law.

### 3. GENERAL

3.1 These Warranty & Extended Warranty Terms & Conditions apply to the sale of Goods to the Customer. These Terms and Conditions of Warranty and Extended Warranty replace and supersede any previously Supplier issued Terms and Conditions entered into by the Customer.

3.2 These terms and conditions shall apply to the exclusion of all others including any terms or conditions set out by the Customer whether documented on a Customer Purchase Order or in any other form which are contrary to, or inconsistent with the Terms and Conditions of the Supplier. Any such contrary Terms and Conditions set out by the Customer shall not constitute a counter offer, nor shall the Supplier Customer Order Confirmation constitute an acceptance of such terms in any circumstance.

3.3 No goods will be supplied to the Customer on any terms or condition/s other than those set out herein and by taking delivery of goods the Customer shall be deemed to agree to the Warranty & Extended Warranty Terms & Conditions as set out by the Supplier hereto which shall apply to the exclusion of all others.

3.4 The Supplier Warranty & Extended Warranty Terms and Conditions may be varied at any time by giving the Customer written notice. Notice may also be given via the Suppliers Website; notice may also be sent to the Customer last known email address or by ordinary post to the Customer last known postal address. It is the responsibility of the Customer to provide up-to-date contact details should the Customer contact details change. Any varied Warranty & Extended Warranty Terms & Conditions will not affect any Customer orders confirmed by the Supplier previous to any changes made to the Supplier Terms and Condition of Warranty & Extended Warranty.

3.5 The Customer acknowledges that no employee, agent, consultant, architect, interior designer, builder, Contractor or Sub-contractor has the right to make any representation, offer any warranty or promise in relation to the goods, or sale of good on behalf of the Supplier contrary to the Supplier Terms and Conditions.

3.6 Goods will be invoiced at the prices prevailing at the time an order for goods is accepted by the Supplier.

3.7 The Supplier does not waive any of its rights under this Agreement if it chooses to accept payment from a Customer, or refuses payment from the Customer, fails or neglects to insist on the Customer full compliance with the Warranty & Extended Warranty Terms & Conditions as set out herein. In addition, it will not prevent the Supplier from exercising the Warranty & Extended Warranty Terms & Conditions set out herein in the future.

3.8 Where the Customer breaches in any way the Warranty & Extended Warranty Terms & Conditions the Supplier may among other things, void any remaining term of Warranty and/or Extended Warranty. The Supplier will not be liable for any loss or damage of any kind resulting directly or indirectly from such action taken.

3.9 These terms set out the entire terms on which the Supplier agrees to supply goods to its customers. Any other terms which may be implied by the operation of statute or common law are expressly negated to the fullest extent permitted by law.

### 4. FITNESS FOR PURPOSE

4.1 To the maximum extent permitted by law, the Customer agrees that it does not rely on the judgment, advice or recommendations made by the Supplier, its representatives or agents in relation to the suitability of any goods for a particular purpose, use, or function. Any judgment, advice, recommendations, information or assistance provided to the Customer by the Supplier is not done as a contractual obligation but done on the understanding there is no liability on the Supplier arising from such action. It is the sole responsibility of the Customer or purchaser to ensure suitability and/or compliance of any goods for any particular purpose, use, or function.

### 5. WARRANTY & EXTENDED WARRANTY CONDITIONS

5.1 The voluntary EXTENDED WARRANTY offered by the Supplier to the Customer for a period of 5 years parts and 2 years labour is strictly subject to:

a) The goods are installed as per the manufacturers recommendations as set out in the Operation, Installation and Service Manual relevant to the specific equipment item;

b) Customer full compliance with the WARRANTY & EXTENDED WARRANTY TERMS & CONDITIONS as set out herewith;

c) Customer or Operator is required to complete in full the Supplier WARRANTY & EXTENDED WARRANTY TERMS & CONDITIONS form, a copy of the Supplier WARRANTY & EXTENDED WARRANTY TERMS & CONDITIONS form is supplied with all goods delivered to the Customer and is available by request to the Supplier;

d) The Customer to submit completed WARRANTY & EXTENDED WARRANTY TERMS & CONDITIONS to IGLU COLD SYSTEMS Via: Website Contact Form: <http://www.iglucoldsystems.com.au/contact-us> Email: [sales@iglucoldsystems.com.au](mailto:sales@iglucoldsystems.com.au) or by ordinary Post to: PO BOX 554, Narrabeen NSW, 2102 Australia

e) Supplier acceptance for the registration of the EXTENDED WARRANTY period of 5 years parts & 2 years labour upon satisfactory completion of the Supplier WARRANTY & EXTENDED WARRANTY TERMS & CONDITIONS the Supplier is to notify the Customer of their (Supplier) acceptance.

f) The claim not being in breach of any Term set out herein;

g) Confirmation of proof of purchase from the Supplier, its dealers, contractors, agents and distributors;

h) Access by the Supplier or the Supplier nominated service agent allowing reasonable access for the inspection of the goods for confirmation and validation of the claim;

i) Confirmation that no claim under warranty is made due to unauthorised repairs, or attempted repairs by any of the following: the Customer, Consumer, Operator, and/or unauthorised or unlicensed service or by agents or persons or any third party not authorised by the Supplier to do so;

j) Defects not being a result, or contributing factor of a failure to maintain the refrigeration unit in a manner as specified by the Supplier or the failure to implement a suitable Service & Maintenance program with intervention being no less than every four (4) months from the time of purchase;

k) Satisfaction on behalf of the Supplier or Suppliers authorised representative that the refrigeration has not been subject to alteration, incorrect installation, neglect, use of corrosive or abrasive chemicals and materials, damage cause by vermin infestation, water damage or flood, open flame or extreme heat or sun damage, attempts by any Operator or Customer to alter any part/s, any component/s or parameters, fire or acts of God.

5.2 The Supplier offers an Extended Term of Warranty 5 years Parts and 2 years Labour on all 'Standard Refrigeration Equipment' subject to terms as set out herein to commence from the date of purchase, or 6 months from the date of manufacture (whichever expires first).

5.3 Warranty or Extended Warranty does not apply if the identification/manufacturers plate, stickers, badges, decals, plates or marks are altered or removed.

5.4 This warranty applies only for the benefit of the Customer and is void if installation, operation, is not in accordance with the manufacturer's instructions and recommendations as set out in the Service, Installation and Operation Manual provided upon delivery with the equipment at the time of sale.

5.5 All goods shall be subject to a parts and labour warranty following delivery in any case where the goods are found to have a defect in workmanship or materials.

5.6 The Supplier obligation under its Warranty terms is to repair or replace any part which under normal or proper use and maintenance proves to the Supplier, or Supplier authorised representative satisfaction to be defective in material or workmanship within the warranty period which commences from the date of purchase, or 6 months from the date of manufacture (whichever expires first).

5.7 This warranty applies only for the benefit of the Customer and is void if installation, operation, is not in accordance with the manufacturer instructions and recommendations as set out in the Operation, Installation and Service Manual provide with the equipment at the time of sale.

5.8 Failure to provide documented proof by way of an official service log may result in the Supplier deeming void the voluntary Supplier Extended Warranty.

5.9 All 'remote' unit installations must be carried out by licensed refrigeration mechanics and warranty does not extend to remote condensing units, copper lines and/or any component/s not supplied or installed by the Supplier or the Supplier authorised representative if not supplied and installed by the Supplier itself.

5.10 All warranty work must be carried out by a Supplier authorised service agent/s only unless otherwise agreed to in writing.

5.11 All warranty work will be undertaken during the working hours of 8:00am – 5pm Monday to Friday excluding public holidays. Applicable penalty rates will apply to work performed outside these hours and will be charged to the Customer at the time at normal commercial rates.

5.12 To the full extent permitted by law all implied conditions and warranties are expressly excluded.

5.13 The Supplier will not be liable in respect or any claims for parts modified in any way without the written approval of the Supplier.

**6. WARRANTY & EXTENDED WARRANTY EXCLUSIONS**

- 6.1 Weekend call out, service calls outside the hours of 8:00am to 5:00pm Monday to Friday, and Public Holidays (will be charged to the Operator/Customer at normal commercial rates and is payable at the time of the service call to the service agent or authorised representative of the Supplier).
- 6.2 Public Holiday call out; (will be charged to the Operator/Customer at normal commercial rates and is payable at the time of the service call to the service agent or authorised representative of the Supplier).
- 6.3 Travelling distance in excess of 100kms or travelling time in excess of 1hr of the authorised service premises. Any travel charges incurred over and above the set 100kms distance, or 1hrs travel time will be charged to the Operator/Customer at normal commercial rates and is payable at the time of the service call to the service agent or authorised representative of the Supplier.
- 6.4 Any goods purchased second hand.
- 6.5 Any non-Supplier manufactured or supplied equipment connections whether mechanical or otherwise connected post positioning and installation.
- 6.6 Damage to electrical leads, cables and plugs, copper pipes, wear and tear to door seals and gaskets, wear and tear to decals / stickers and badges, door locks, glass doors, door hinges, lighting, batteries, fuses, plastic components, electrical or wiring damage or other due to electrical surges, overloads or blackouts, remote connections, or remote condenser related installation work and associated parts, components or connections.
- 6.7 Any defects or failure, or major failure including but not limited to; poor installation and positioning, poor maintenance, lack of regular and suitable Service & Maintenance (required every 4 months from the date of installation and monthly condenser cleaning as a minimum), failure due to blocked condensers, misuses, overloading, operator error in use, abuse, neglect, physical damage, lack of fresh air circulation, water damage, damage resulting from electrical surges, chemical cleanser damage or corrosion, unauthorised alterations, maintenance or service work carried out by an unauthorised refrigeration service mechanic, the consumer or operator, contractor, builder, engineer, manager, owner, end user or employee.
- 6.8 Loss of food, beverage or contents of any kind of the product due to failure for any reason.
- 6.9 Any claim in excess of the original purchase price.
- 6.10 Any additional damaged caused by the delay or failure by the Customer or Operator to notify the Supplier of any existing defect/s.
- 6.11 The Supplier shall not be liable for expenses (including special or consequential losses, damage or loss of profit or potential profits) whether direct or indirect arising from the use or inability to use Goods or from any other cause such as a breach of contract by the Supplier or any negligence of the Supplier, its employees or agents, cost of repairing or replacing other property which is damaged, loss of goodwill or any other incidental damage of any kind.
- 6.12 Product where the Customer has not properly maintained the goods in accordance with instructions, literature, operation manuals, installation manuals or directions issued by the Supplier such as failing to regularly clean the condenser and a failure by the Operator to implement a suitable Service & Maintenance Plan as set herein.
- 6.13 Save and except for the warranty set out above, and to the maximum extent permitted by law, all conditions and warranties which may at any time be implied by the Common Law, the Trade Practices Act, the Fair Trading Act or any other State or Federal Act are excluded. To the extent that these cannot be excluded and where the law permits, the Supplier liability in respect of any such condition or warranty shall be limited at the option of the Supplier to the repair or replacement of the goods or the supply of equivalent goods or the payment of costs of repairing or replacing the Goods or having them repaired or replaced.
- 6.14 Cost associated with installation, or removal of any stainless steel, benching, joinery or any other equipment which inhibits access to the Goods requiring repair, breach of contract by the Supplier or any negligence of the Supplier, its employees or agents, cost of repairing or replacing other property which is damaged, loss of goodwill or any other incidental damage of any kind.

**CUSTOMER ACCEPTANCE IN FULL OF THE SUPPLIER WARRANTY & EXTENDED WARRANTY TERMS & CONDITIONS**

I, ..... (**clearly print name**) hereby acknowledge, affirm and agree that before Signing acceptance of the Supplier WARRANTY & EXTENDED WARRANTY TERMS & CONDITIONS I have carefully read and understand the WARRANTY & EXTENDED WARRANTY TERMS & CONDITIONS as set out herein, I accept all of the WARRANTY & EXTENDED WARRANTY TERMS & CONDITIONS outlined herein. I fully understand and comprehend the obligations between the Supplier and Customer, or Customer and Supplier (as the case may be, subject only to the Supplier terms and to the exclusion of all others).

**SIGNEE:**

Signature of Customer (or duly authorised representative): .....

Signee Print Name: .....

Signee Position: ..... Date: ..... / ..... / .....

Customer Company & Trading Name: ..... ABN: .....

**EXTENDED WARRANTY ITEM IDENTIFICATION**

Customer **MUST** enter the details of their purchase/s below and return to: [sales@iglucoldsystems.com.au](mailto:sales@iglucoldsystems.com.au) or by ordinary post to: PO BOX 6377, Kincumber NSW 2251 in order to validate Extended Warranty offered by the Supplier of 5 years Parts & 2 years labour having read and agreed to the terms of agreement as set out by the Supplier.

**Model Number:** ..... **Serial Number:** ..... **Purchase Date:** .....

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