Australia and New Zealand Product Warranty

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As the exclusive manufacturer and/or distributor of Stoddart products in Australia and New Zealand, Stoddart would like to congratulate you on your purchase of one of our products.

Stoddart design, manufacture & distribute products exclusively for the commercial market. These products are not designed nor intended for household or domestic use and must not be used for this purpose.

Any product sold by Stoddart is intended for commercial use, and in line with Australian/New Zealand electrical and gas safety standards the following warnings are provided:

- This product is not intended for use by persons (including children) with reduced physical, sensory or mental capabilities, or lack of experience and knowledge, unless they have been given supervision or instruction concerning the use of the product by a person responsible for their safety. Children should be supervised to ensure that they do not play with the product.
- If the supply cord is damaged, it must be replaced by the manufacturer, its service agent or similarly qualified persons in order to avoid a hazard. Please contact
 Stoddart for parts and we will advise how to do this in order to avoid any electrical hazard.

Stoddart is committed to providing a comprehensive and fair warranty for all of its product. The warranty incorporates the consumer warranty provisions of the Australian National Consumer Protection Act (2009) and the NZ Consumer Guarantees Act (1993) together with a limited commercial manufacturers' warranty. Before you request repair to the product under this warranty please check the following to save you unnecessary expenses. Subject to any other rights you may have, you will have to pay for faults or problems not covered by this warranty.

1. Consumer Warranty

1.1 Subject to clause 3, product supplied by Stoddart to Customer comes with guarantees that cannot be excluded under the Australian Consumer Law. Customer is entitled to a replacement or refund for a Major Failure and compensation for any other reasonably foreseeable loss or damage. Customer is entitled to have the product repaired or replaced if the product fails to be of an Acceptable Quality and that failure does not amount to a Major Failure.

2. Commercial Warranty

- 2.1 Where our products are used in a commercial environment, Stoddart warrants to the original purchaser ("Customer") of product manufactured or distributed by Stoddart that for 12 months from the date of installation of the product by Customer (the "Warranty Period"), any defect in workmanship or material will, subject to clauses 2.2, 3 and 4, be:
 - a) Repaired without charge; or
 - b) In respect of any Major Failure which cannot be repaired, replaced or the purchase money refunded.
- 2.2 Stoddart will not be liable for any associated loss, damage or compensation claim resulting from any defect in workmanship or material, and such liability is expressly excluded from the operation of clause 2.1.
- 2.3 Extended warranty periods may apply to certain products. Refer to <u>https://customerservice.stoddart.com.au</u> for further details and conditions.
- 2.4 Reduced warranty periods may apply to certain clearance or discontinued products. This will be made clear in the discounted offer for these products.

3. Warranty Clarification

- 3.1 Customer acknowledges and agrees:
 - A Major Failure occurs when the product suffers repeated and/or unexpected failure that cannot be repaired to Stoddart's satisfaction (acting reasonably) or which Stoddart considers (acting reasonably) renders the product unsafe or inoperable;
 - ii. Acceptable quality does not imply a lifetime guarantee on the product. Products used in a commercial environment are subjected to higher levels of use and will be subject to greater wear and tear.
 - iii. Stoddart can only warrant the product will be of an Acceptable Quality when:
 - Customer operates, cleans and maintains the product in accordance with its intended purpose and Stoddart's instructions or user manual ("Instructions"). Proper maintenance and cleaning of product in accordance with the Instructions is essential to the product's effective operation and life;
 - Customer installs the product in accordance with Stoddart's installation manual ("Instructions"). This includes: correct provision of and connection to services such as electricity (voltage & frequency), gas (type, pressure & flow), water (pressure, flow & quality), water filtration (including ongoing filter replacement), drainage; and consideration of environmental issues such as levelling, ventilation, ambient operating temperature and proximity to external heat sources.
 - iv. In a commercial environment, components such as lamps, fluorescent tubes, light bulbs, fuses, glass, ceramics, seals, gaskets and plastic components will require regular replacement and are considered consumable parts. These are not covered by warranty and will be at Customer's cost.;
 - v. On-site warranty services are limited to sites within 50km from the nearest Stoddart authorised service agent and service agent's reasonable travel costs must be paid by Customer prior to the commencement of repairs;
 - vi. Additional labour costs will apply for warranty service outside standard business hours of 8.00am to 4:30pm, Monday to Friday and on public holidays.
 - vii. Stoddart cannot guarantee the performance of equipment made specifically to Customer's design or specifications. Stoddart will, where reasonably possible, draw any issues arising from Customer's design or specifications to Customer's attention during the commissioning and/or manufacturing process.
 - viii. Customer must pay additional costs incurred by Stoddart as a result of Customer failing to provide free and suitable access to the equipment for inspection and service. This includes time and out of pocket expenses where additional site induction or clearances are required.
 - ix. Gas appliances must be connected with a current gas compliance certificate for the installation. Failure to provide this may mean the equipment is tagged out from use as being non-compliant and any costs to rectify will be paid for by the customer.



- 3.2 Stoddart's warranty liability under clauses 1 and 2 of these terms exclude:
 - a) Damage or failure caused by neglecting the matters acknowledged by Customer in clause 3.1;
 - b) Situations where Stoddart is not satisfied (acting reasonably) that the product or any part of the product has been used or installed in accordance with the Instructions.
 - c) Damage or failure caused by not installing and maintaining appropriate water supply and filtration. This includes but is not limited to calcification/lime scale and/or corrosion. It is the customer's responsibility to ensure that their water is comprehensively tested and, if required, to provide a means of water treatment that meets the minimum water quality standards required by Stoddart in its specification sheets and installation instructions including ongoing filter replacement.
 - d) Damage or failure caused by use of chemicals other than those recommended by Stoddart.
 - e) Damage or failure caused by accident, misuse, neglect, unauthorised alteration, rodents or insects, flooding or fire.
 - f) Damage or failure caused by electrical power fluctuations or power surges.
 - g) Damage or failure caused by blocked drains and the clearance of blockages.
 - h) Damage or failure caused by blocked pilots, injectors and burners and the clearance of blockages.
 - i) Resetting of safety devices such as circuit breakers, over-temperature/over-pressure protection switches.
 - i) Breakage or replacement of consumable parts such as lamps, fluorescent tubes, light bulbs, glass, silicone seals, gaskets and plastic components.
 - k) Where the customer fails to have sulphur treatment applied to copper components within sulphur environments eg; Rotorua District
 - I) Normal or scheduled maintenance of a product.
 - m) Maintenance, repair or other works not undertaken by a Stoddart authorised service agent or where non-genuine parts are used.
 - n) Where remote refrigeration is connected by a person other than Stoddart to product supplied by Stoddart, Stoddart cannot accept claims for repair of TX valves and control components, as the fault may arise from the installation of the remote refrigeration lines, equipment, and gas, by a party over which Stoddart has no control.
 - Transportation costs associated with transporting the product to a Stoddart authorised service agent where Stoddart considers (acting reasonably) that repairs cannot be undertaken on-site; and
 - p) Unless agreed to by Stoddart in writing to the contrary, warranty is not included in the sale price for goods sold to or installed in a location outside of Australia or New Zealand.

4. Additional conditions relating to mobile, marine, container or temporary kitchens

- 4.1 The following additional conditions apply to marine, mobile, container or temporary kitchens. Warranty will not apply in the following instances and costs associated will be charged for:
 - a) Where the vessel is a private vessel and is not being used for commercial purposes by a trained professional.
 - b) Where the customer fails to provide a level, clean and well-ventilated operating environment.
 - c) Where the customer fails to provide the necessary services as specified Stoddart's installation instructions.
 - d) Where damage is caused by vibration or movement due to transport or unstable applications including but not limited to: gas leaks, fractured pipes, fittings working loose, gas pilot lights, circuit boards, broken glass, globes, lamps or glass heating elements.
 - e) Where the equipment is not connected or installed with a current gas compliance certificate for the installation.
 - f) On-site warranty will only apply where the vehicle or vessel is located within 50km of the nearest authorised service agent in Australia or NZ.

5. Warranty Claim Procedure

- 5.1 The following procedure must be followed to claim under Stoddart's warranties:
 - a) Refer to the troubleshooting section of the Instructions to establish the nature of the fault. Check the product is plugged-in, turned-on or has no other valid reason for not operating.
- 2.2 If step (a) does not overcome the issue, visit https://customerservice.stoddart.com.au and submit your Stoddart Service Request Form through the Customer Service Portal

PLEASE NOTE: To complete a Stoddart Service Request Form you will require the following information:

- i. Proof of purchase stating model number and date of purchase;
- ii. The serial number of the product (this is located on the ratings plate sticker);
- iii. A description of the fault/problem;
- iv. Your company details including the exact location of the equipment; and
- v. Any restrictions on times or methods of access to the equipment.
- b) Upon receipt of a properly completed Stoddart Warranty Request Form, Stoddart will check its records to confirm whether the equipment is eligible for warranty repair. If warranty repair is required, Stoddart will issue an OFFICIAL AUTHORISATION NUMBER and details of work to be carried out by a Stoddart authorised service agent. This authorisation number MUST be obtained before any work is carried out. Stoddart will not accept invoices for work carried out without an official authorisation number or by an unauthorised service agent.
- c) Customer must quote the official authorisation number on all correspondence and invoices relating to a warranty claim to ensure prompt processing by Stoddart.
- d) Customer must pay all costs associated with a call-out for work that is not related to warranty repairs or outside Stoddart's terms immediately.

7. General Maintenance and Repairs

2.1 The product must be repaired and maintained by a qualified technician. Stoddart's authorised service agents are experienced technicians who understand the product and carry commonly used spare parts. Contact Stoddart's Service Department through the Customer Service Portal Contact Us Form (https://customerservice.stoddart.com.au/contact) for details of your nearest Stoddart authorised service agent





Australia

Australian Business Number: 16009690251

<u>Service / Spare Parts</u> https://customerservice.stoddart.com.au

<u>Sales</u> Tel: 1300 79 1954 Email: sales@stoddart.com.au Web: www.stoddart.com.au



New Zealand

New Zealand Business Number: 6837694

<u>Service / Spare Parts</u> https://customerservice.stoddart.com.au

<u>Sales</u>

Tel: 0800 79 1954 Email: sales@stoddart.co.nz Web: www.stoddart.co.nz



Customer Service Portal