



Warranty Certificate

Please complete the following details and retain with the original purchase docket
- the form attached on the bottom is to be filled out and returned

Owner's Name:

Address:

Suburb: State: Postcode:

Model No(s): Serial No:

Date of Purchase:/...../..... Invoice No:

Store from which product was purchased:

Installer's Name: Installer's Telephone Number:

National Service & Warranty

For Australia call 1300 BRIVIS (1300 274 847)

For New Zealand call 0800 WARMAIR (0800 927 624) - BRIVIS only.

Prior to calling for Service or Warranty, please ensure you refer to your Operating Instruction Manual, and in particular the Troubleshooting Section.

Note: Installation faults are not covered by Warranty.

www.brivis.com.au

Effective 1st of July, 2009

Warranty Registration

or alternatively go to [www.brivis.com.au / warranty registration](http://www.brivis.com.au/warranty-registration).

Please fill out the following details, detach and return to Brivis Warranty PO Box 280 Braeside 3195

Owner's Name:

Address:

Suburb: State: Postcode:

Model No(s): Serial No:

Date of Purchase:/...../..... Invoice No:

Store from which product was purchased:

Installer's Name: Installer's Telephone Number:

Privacy Notification

Carrier Air Conditioning Pty Ltd ("Carrier") is the registered owner of the Bravis & APAC brands. Carrier will collect "personal information" from you when you complete your warranty and maintenance registration form. This personal information is collected under the guidance of the Privacy Act 1998 (Cth).

The Purpose of collecting this information is to:

- Process your request for us to provide service activities for you;
- Register your purchase of equipment for warranty;
- Register your request for a survey / quotation for goods and services; and
- Provide you with direct marketing material & promotional offers from time to time.

The intended recipients of the information are:

- Employees of Carrier and Carrier Authorised Serviced Representatives including external contractors or dealers; and
- Federal and State Governments who may require the information for administration purposes.

While the supply of the information by you is voluntary, if you cannot provide or do not wish to provide the information, Carrier may not be able to provide the service you request.

Amending Personal Information

If you have already provided information but have changed your mind and do not want the information used, you may make application for access or amendment for that information not to be used. You have a right of access to, and correction of, the information concerning yourself in accordance with the relevant procedures under the Act.

Opting out of Receiving Direct Marketing Material & Promotional Offers

You can choose not to receive direct marketing information or promotional offers from Carrier by contacting us on the details listed below.

Contact Details

For further information about your personal information held by Carrier, updating your personal information or opting out of receiving direct marketing or promotional offers from Carrier please contact our Privacy Officer on:

Phone: (03) 9264 9555

Fax: (03) 9264 9400

Email: salesau@carrier.utc.com

Address: Carrier Air Conditioning Pty Ltd, PO Box 280, Braeside, Victoria, 3195

ABN: 81 000 024 742

AU: 21889

Terms of Warranty - Australia and New Zealand

1. Definitions

The terms listed below shall have the following meanings:

“Authorised Service Representative” means an independent service contractor authorised by Carrier or Carrier service personnel.

“Carrier” means Carrier Air Conditioning Pty Ltd ABN 81 000 024 742 and any related company.

“Certificate(s) of Compliance” means certificate(s) issued by licensed personnel including plumbers, refrigeration mechanics, electricians or other relevant tradespeople to certify that any prescribed works comply with applicable regulatory requirements.

“Certificate(s) of Occupancy” means certificate(s) issued by the local council which certifies that a home can be occupied.

“Installation Site” means the site at which the Product is originally installed.

“Normal Business Hours” means 8:30am to 5:00pm weekdays excluding public holidays.

“Operating Instructions” means the user manual or other documentation which provides detailed instructions on the proper operation and maintenance of the Product.

“Other Applications” means any Product used for non-Residential & Light Commercial Applications. Other Applications may include but not limited to factory, IT/Server room, telephone exchange, processing area (e.g. bakery, kitchen, warehouse, swimming pool, agricultural facilities such as a nursery) and any Product which has been installed, for whatever purpose, as a retrofit component to an existing system.

“Purchaser” means the end user of the Product, the person named as owner in the warranty certificate, the holder of the Proof of Purchase or the holder of a property transfer document where the Product is included as part of the chattels.

“Product” means the equipment purchased by the Purchaser and described in Section 2 of this document.

“Proof of Purchase” means a Tax Invoice or Receipt in respect of the Product. In the case of new constructions, a Certificate of Occupancy or a Certificate of Compliance that details the date of installation or commissioning will suffice.

“Qualified Installer” means the qualified installation contractor who is responsible for performing the installation work in the manner prescribed by local and statutory regulations, including compliance with any relevant Australian Standards, and to Carrier’s specification.

“Residential & Light Commercial Applications” means any Product for use in both residential and light commercial applications.

For example homes, offices, hotels, apartments, nursing homes, hospitals, health care premises, shopping centers, retail stores where the Product is solely used for the purpose of human comfort under standard operating conditions.

2. Terms of Warranty

2.1 Subject to these terms of warranty, the Product is warranted to be free from defects in materials and factory workmanship for the period set out in the table below.

Warranty Classification by Brand				
BRAND	PRODUCT GROUP	PARTS	LABOUR	WARRANTY START
CARRIER	RESIDENTIAL & LIGHT COMMERCIAL DUCTED SYSTEMS	5 YEARS	5 YEARS	Date of Purchase
APAC	ALL PRODUCT GROUPS	1 YEAR (Note 1)	N/A (Note 1)	Date of commissioning (Note 3)
BRIVIS	RESIDENTIAL & LIGHT COMMERCIAL (Evaporative Coolers & Heaters)	3 YEARS (Note 1)	3 YEARS (Note 1)	Date of Purchase
	RESIDENTIAL & LIGHT COMMERCIAL (Brivis ICE Refrigerative Cooling)	5 YEARS	5 YEARS	Date of Purchase
	Heat Exchangers & Burners; Evaporative Coolers (structural components only)	10 YEARS	N/A	Date of Purchase

OTHER APPLICATIONS

ALL BRANDS	All Product Groups	1 YEAR	N/A (Note 2)	Date of commissioning (Note 3)
Note 1	Extended warranty available on selected models. Please consult your Qualified Installer or your local Carrier office for details.			
Note 2	Labour warranty does not apply to any Product which has been used for any purpose other than artificially heating or cooling the air within a building or room for human comfort.			
Note 3	Or 18 months from the date of the Carrier invoice.			

2.2 Carrier will determine, in its sole discretion, which classification the Product fits into and the corresponding Warranty that shall apply.

2.3 An Authorised Service Representative will repair or replace, at its option, the Product or any part of the Product that its examination shows to be defective.

The repair or replacement shall be performed during Normal Business Hours by an Authorised Service Representative. Repair by non-authorised agents may void the Warranty.

2.4 The Warranty of the Product requires that in addition to all other conditions, the Purchaser conducts regular and/or preventative maintenance as may be specified by Carrier (e.g. Operating Instructions) and required by the level of usage and the usage environment, including the use of correct and uncontaminated refrigerants and lubricants.

3. Conditions of Warranty

- 3.1 The Purchaser may only obtain the benefit of the Warranty if the Purchaser:
- (a) notifies Carrier within 30 days of a defect developing, that a claim is being made under this Warranty;
 - (b) provides, in support of the claim made under this Warranty, a Proof of Purchase.
- 3.2 This document represents the only warranty given by Carrier and no other person or organisation is authorised by Carrier to offer any alternative.

4. Exclusions

- 4.1 This Warranty does NOT cover:
- a. damage, problems or failure resulting from improper operation and/or inadequate maintenance by the Purchaser (refer to Purchaser's Responsibilities section below);
 - b. damage, problems or failure resulting from improper or faulty installation. The Product must be installed by a Qualified Installer. Where applicable, Certificate(s) of Compliance must be obtained by the Purchaser from the Qualified Installer and presented to the Authorised Service Representative.
 - c. damage, problems or failure caused by factors external to the Product including, but not limited to, faulty or poor external electrical wiring, incorrect or faulty power supply, voltage fluctuations, over voltage transients or electromagnetic interference, inadequate or faulty water, gas or drainage services;
 - d. damage, problems or failure caused by acts of god, fire, wind, lightning, flood, storm, vandalism, earthquake, war, civil instruction, misuse, abuse, negligence, accident, pests, animals, pets, vermin, insects, spiders or entry of foreign objects or matter into the Product such as dirt, debris, soot or moisture;
 - e. damage, problems or failure caused by weather including, but not limited to, hail, salt or other corrosive substances;
 - f. Product which has been installed in a portable or mobile building, structure or application including, but not limited to, a caravan or boat;
 - g. Product which has been re-installed at a location other than the original Installation Site;
 - h. any consumable item supplied with the Product including, but not limited to, an air filter, battery, fan belt, igniter or a cooler pad;
 - i. installation of third party components that may be attached to the Product. These include, but are not limited to, control wiring, ducting, return air filter(s) grille, register, diffuser, zone motors, controls/thermostats, pipe work and fabricated or added components. These items remain solely the responsibility of the Qualified Installer;
 - j. installations where electrics/electronics may be subjected to moisture/chemicals (e.g. swimming pools or nurseries);
 - k. any repair, which is needed as a result of an accident, misuse, abuse or negligence;
 - l. Product that is utilised in an environment (indoor & outdoor) outside its specified operating range; and
 - m. fair wear and tear to the Product.

5. Limitations

- 5.1 Product fitness for purpose and overall system design, sizing and application are not the responsibility of Carrier. This includes but is not limited to heat load calculations, air flow and system balancing.
- 5.2 This Warranty does not apply to any Product the Installation Site of which is outside Australia or New Zealand.
- 5.3 Except where inconsistent with the Purchaser's statutory rights and the rights given by this Warranty, all other warranties and all liability of Carrier for any direct, special, indirect or consequential loss or damage, any damage or expense for personal injury or any loss or destruction of property arising directly or indirectly from the use or inability to use the Product or any of its parts, or the servicing of the Product, is expressly excluded.

6. Travel, Transport & Access Costs

- 6.1 The Purchaser must pay freight charges, in-transit insurance expenses and/or traveling costs for repairs/replacements that are required to be performed 100km or more from the nearest Carrier branch or Authorised Service Representative.
- 6.2 The Purchaser must pay all costs in respect of:
- (a) making the Product accessible for service. For example, restricted access or working at heights;
 - (b) providing a safe working environment for installation, service, maintenance or repair of the Product;
 - (c) any surcharge applicable in respect of replacement parts outside Normal Business Hours.

7. Purchaser's Responsibilities

7.1 The Purchaser must:

- (a) operate and maintain the Product in accordance with the Operating Instructions including conducting an appropriate number of services to the unit during the Warranty period based on usage and the usage environment including but not limited to;
 - i. regularly cleaning the air filter(s) and replacing them where necessary;
 - ii. replacing expired batteries or other consumables as required;
 - iii. ensuring that the condensate drain is kept clean and clear of obstructions;
 - iv. ensuring that outdoor units have unrestricted airflow and adequate clearances;
 - v. ensuring that additional corrosion protection is applied to the Product if it is installed in a corrosive environment, for example, close to the sea.

8. Statutory Rights

- 8.1 Australian Purchasers have the benefit of statutory rights implied by the Trade Practices Act 1974 and similar consumer protection laws in each State and Territory, and nothing in these terms of Warranty has the effect of excluding, restricting or modifying those rights.
- 8.2 For New Zealand Purchasers, nothing in these terms of Warranty is intended to limit the rights you may have under the Consumer Guarantees Act 1993. The Consumer Guarantees Act 1993 does not apply if the Product is acquired for the purposes of a "business" (as defined in the Act).

For Australian Warranty Service call 13 BRIVIS (1300 274 874) for New Zealand Warranty Service call 0800 WARMAIR (0800 927 624) - BRIVIS only.

The PURCHASER WILL BE CHARGED for work done or a service call(s) if:-

- the problem is not covered by these terms of Warranty;
- there is nothing wrong with the Product (e.g. instructing Purchaser on the operation of the Product and/or controls); or
 - if the Purchaser is unable to provide Proof of Purchase validating that the Product is within the Warranty period.

We recommend that you read the Operating Instructions, and in particular the troubleshooting section of the Operating Instructions, before you make a Warranty service call. To make a claim under this Warranty Proof of Purchase must be presented.