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Terms of Warranty – Australia and New Zealand

APAC, Malcolm Rd, Braeside, VIC 3195.

1. Definitions

The terms listed below shall have the following meanings:

1. **“Authorised Service Representative”** means an independent service contractor authorised by Brivis or Brivis service personnel.
2. **“APAC”** is a Brand of Rinnai Australia, managed by Brivis Climate Systems.
3. **“Certificate(s) of Compliance”** means certificate(s) issued by licensed personnel including plumbers, refrigeration mechanics, electricians or other relevant trades people to certify that any prescribed works comply with applicable regulatory requirements.
4. **“Certificate(s) of Occupancy”** means certificate(s) issued by the local council which certifies that a home can be occupied.
5. **“Installation Site”** means the site at which the Product is originally installed.
6. **“Normal Business Hours”** means 8:30am to 5:00pm week days excluding public holidays.
7. **“Operating Instructions”** means the user manual or other documentation which provides detailed instructions on the proper operation and maintenance of the Product.
8. **“Other Applications”** means any Product used for non-Residential and Light Commercial Applications. Other Applications may include but are 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.
9. **“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.
10. **“Product”** means the equipment purchased by the Purchaser and described in Section 2 of this document.
11. **“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.
12. **“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 APAC specification.
13. **“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 centres, retail stores where the Product is solely used for purpose of human comfort under standard operating conditions.

2. Terms of Warranty

2.1 Subject to the Terms of Warranty set out in this document, the Product is warranted to be free from defects in materials and factory workmanship for the period set out in the table below.

	PRODUCT GROUP	RESIDENTIAL & LIGHT COMMERCIAL APPLICATIONS		OTHER APPLICATIONS		WARRANTY START
		PARTS	LABOUR	PARTS	LABOUR	
APAC	Evaporative Coolers	5 YEARS	5 YEARS	1 YEARS	1 YEARS	Date of Commissioning*
	Refrigerated Airconditioning Products	5 YEARS	5 YEARS	3 YEARS	3 YEARS	Date of Commissioning*
AFTER MARKET	Spare Parts	1 YEAR	N/A	1 YEAR	N/A	Date of Commissioning*

* Or 42 months from the date of invoice

NOTE: Must be read in conjunction with product specific manuals.

2.2 APAC 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 persons other than an Authorised Service Representative 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 APAC (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:

- maintains and services the Product in accordance with the instructions set out in the service section of the relevant Service or Owner's Manual;
- complies with clause 7 below (titled "Purchaser's Responsibilities");
- notifies APAC within 30 days of a defect developing, that a claim is being made under this Warranty; and
- provides, in support of the claim made under this Warranty, a Proof of Purchase.

3.2 This document represents the only Warranty given by APAC and no other person or organisation is authorised by APAC to offer any alternative.

4. Exclusions

4.1 This Warranty does NOT cover:

- damage, problems or failure resulting from improper operation and/or inadequate maintenance by the Purchaser (refer Purchaser's Responsibilities section below);
- damage, problems or failure resulting from improper or faulty installation. The Product must be installed by a Qualified Installer in accordance with applicable regulations. Where applicable, Certificate(s) of Compliance must be obtained by the purchaser from Qualified Installer and present it to the Authorised Service Representative;
- 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 gas, drainage services, or water services, including water pressure, and non potable water;

- d) damage, problems or failure caused by acts of God, fire, wind, lightning, flood, storm, vandalism, earthquake, war, civil insurrection, 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 is being re-installed at a location other than the original site;
- h) any consumable item supplied with the Product including, but not limited to, an air filter, battery, fan belt, igniter or 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 and 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 APAC. This includes but is not limited to the heat load calculations, airflow and system balancing.
- 5.2 This Warranty does not apply to any Product installed at an Installation Site 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 of the warranties and all liabilities of APAC 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 and servicing the Product, are expressly excluded.

6. Travel, Transport & Access Costs

- 6.1 The Purchaser must pay freight charges, in-transit insurance expenses and travelling costs for repairs/replacements under this Warranty, that are required to be performed 100km or more from the nearest APAC branch or Authorised Service Representative.
- 6.2 Subject to clause 6.3, APAC will pay freight charges, in-transit insurance expenses and travelling costs for repairs/replacements that are required to be performed less than 100km from the nearest APAC branch or Authorised Service Representative. In this circumstance:
 - a) APAC will arrange for such repairs/replacements and make any payment directly to the third party to provide the freight, in-transit insurance or travel services; or
 - b) if APAC considers appropriate, it will authorise the Purchaser in writing to pay for the relevant freight charges, in-transit insurance expenses or travelling costs and then, upon provision by the Purchaser to APAC of a tax invoice showing those costs have been incurred, reimburse the Purchaser for such costs which are within the terms of the authorisation. If the Purchaser pays for the relevant freight charges, in-transit insurance expenses or travelling costs without written authorisation from APAC, APAC will not reimburse the Purchaser for such costs.
- 6.3 The Purchaser must pay all costs and expenses in respect of:
 - a) making the Product accessible for service. For example, restricted access or working at heights, or the labour cost for an additional person due to OHS requirements;
 - b) providing a safe working environment for installation, service, maintenance or repair of the product;
 - c) any surcharge applicable in respect of supplying replacement parts outside Normal Business Hours; and
 - d) any other costs and expenses in relation to claiming the Warranty that is not covered by clause 6.2.

7. Purchaser's Responsibilities

- 7.1 The Purchaser must operate and maintain the Product in accordance with the Operating Instructions and service maintenance schedule, 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;
- a) regularly cleaning the air filter(s) and replacing them where necessary;
 - b) replacing expired batteries or other consumables as required;
 - c) ensuring that the condensate drain is kept clean and clear of obstructions;
 - d) ensuring that outdoor units have unrestricted airflow and adequate clearances;
 - e) 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 The benefits given by this Warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the Warranty relates.
- 8.2 Australian purchasers have their benefit of statutory rights and nothing in these terms of Warranty has the effect of excluding, restricting or modifying those rights. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 8.3 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 purpose of a "business" (as defined in the Act).

For Australian Warranty Claims call 1300 Brivis (1300 274847)

or send to APAC Warranty Claims 61 Malcolm Road, Braeside VIC 3195.

For New Zealand Warranty Service call 0800 WARMAIR (0800 9276 247) - 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. Proof of Purchase must be presented.

Effective September 2013