

Advantage Air Warranty Policy

1. General

In this Warranty Policy:

A **product** is a product which was manufactured by Us or supplied to You by Us or both.

Us/Our/We means Advantage Air (Aust) Pty Ltd (ABN 77 056 510 555) or Advantage Air (QLD) Pty Ltd (ABN 95 093 328 824) as applicable.

You/Your means the person, organisation, partnership, corporation, trust or other entity who has purchased a product from Us or an Authorised Dealer.

Authorised Dealer means a dealer, retailer or installer of Ours that has been authorised by Us to sell Advantage Air products.

2. Our Warranty to You

Advantage Air provides a “peace of mind” product warranty on all Advantage Air products. We warrant to You that Advantage Air products:

- (a) will, during the warranty period, comply with the technical specifications published on Our website;
- (b) are constructed of suitable and appropriate materials; and
- (c) are constructed using good and careful workmanship.

If you are a consumer under the Australian Consumer Law then our goods also 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 for 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 acceptable quality and the failure does not amount to major failure.

The benefits given to You under this Warranty are in addition to other rights and remedies under a law in relation to the products. Nothing in this Warranty purports to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application any of the provisions of the *Competition and Consumer Act 2010* or any relevant laws which by law cannot be excluded, restricted or modified.

3. Warranty periods

Different warranty periods apply to different components of the products supplied by Advantage Air, as set out in the table below (**Warranty Period**).

Product	Warranty Period
Air conditioning units	As per manufacturer’s warranty
All electronic control systems and motors	5 years
All other products	10 years

The Warranty Period will depend on the product You have purchased. In all cases the commencement date for the Warranty Period is the date of purchase as reflected on the Authorised Dealer’s invoice/receipt provided to You.

4. Making a Warranty claim

If You consider that an Advantage Air product You have purchased from Us has a defect or does not comply with the warranties given to You by this Warranty or under the *Competition and Consumer Act (2010)*, You can make a claim under this Warranty.

If You have purchased from an Authorised Dealer

If You have purchased an Advantage Air product from an Authorised Dealer and You wish to make a claim under this Warranty, You must contact the Authorised Dealer within 30 days of a defect being discovered.

If You are unable to contact the Authorised Dealer or the Authorised Dealer will not provide You with assistance please call us on (08) 6253 0100, if the product is located in Western Australia, or (07) 3623 2600, if the product is located in Queensland.

If You are an Authorised Dealer

If You are an Authorised Dealer and You wish to make a claim under this Warranty, You must within 30 days of a defect being discovered:

- (a) at Your cost, attend the site where the product is located and assess the fault and report on the fault to Us; and
- (b) Complete and forward to Us a properly completed Warranty Claim Form (as prescribed by Us) together with the proof of purchase and Your report on the fault by mail, fax or email to the address stated below.

Our Warranty Claim Form is available on our website. If You are unable to obtain our Warranty Claim Form from our website We will provide You with a copy on request.

If You do not follow the Warranty claim process outlined in this Warranty You may be liable for charges in accordance with Our Schedule of Charges set out below.

5. Where to send a Warranty Claim Form

For products located in Western Australia You must send the completed Warranty Claim Form and any other documents required by Us, as stated above to,:

Advantage Air (Aust) Western Australia:

By Mail: PO Box 5166,
Canning Vale South WA 6155
By Fax: 08 9456 5688

By Email: warranty@advantageair.com.au

For products located in Queensland You must send the completed Warranty Claim Form and any other documents required by Us, as stated above to,:

Advantage Air (QLD) Queensland:

By Mail: 359 Fison Avenue East
Eagle Farm QLD 4009

By Fax: (07) 3268 2366

By Email: service@advantageair.com.au

6. What We will do

Following receipt of a Warranty Claim Form under this Warranty, We will send a representative to the place where the Advantage Air product is located to assess the Warranty claim. You must provide Us with safe and ready access to all products. We will not undertake any work in respect of the Warranty claim until safe and ready access is provided. Any costs incurred by Us to provide such safe and ready access are payable by You.

If Your Warranty claim is valid

If We determine that Your claim is valid We will, at Our discretion:

- (a) in relation to the supply of products:
 - (i) replace the products or supply similar products;
 - (ii) repair the products;
 - (iii) provide the cost for replacing the products or for acquiring equivalent products; or
 - (iv) provide the cost for having the products repaired; and
- (b) in relation to the supply of services:
 - (i) supply the service again; or
 - (ii) provide for the cost of having the services supplied again.

If an installer knowingly installs a faulty product, We will supply a replacement product but We will not be liable for the cost of installation of that replacement product.

If Your Warranty claim is not valid

If We determine that Your Warranty claim is not valid, We will (at Our absolute discretion):

- (a) advise You of our decision and charge a call out fee in accordance with the Schedule of Charges set out below, as varied from time to time; or
- (b) with Your authorisation, repair any fault not and charge You in accordance with the Schedule of Charges set out below, as varied from time to time.

7. Warranty exclusions

To the extent permitted by law, this Warranty is limited by the matters set out below. All other conditions, warranties and liabilities, whether express or implied, are otherwise excluded except for those provisions which may not be excluded by law.

Unless specified otherwise under 'Warranty Periods', this Warranty covers Advantage Air products only.

This Warranty covers 240V damper motors for replacement only. The costs of labour or any other incidental costs will not be covered.

This Warranty does not cover damage caused by:

- (a) misuse or abuse of the product;
- (b) incorrect, incomplete, or improper operation of the product or not following the operation instructions contained in the instruction manual or set out on the product label;
- (c) fire;
- (d) acts of God, riot, war, terrorism;
- (e) accident;
- (f) alteration of the product (in any manner or form whatsoever);
- (g) faulty, incorrect, incomplete, or improper installation of the product;
- (h) incorrect voltage or non-authorized electrical connections;
- (i) repair carried out on the product other than by an Authorised Dealer.

This Warranty does not cover service costs in replacing and maintaining consumable parts which have ceased working through normal wear and tear.

8. Schedule of Charges

The following schedule of charges currently applies:

Description	Fee
Call out fee	\$250 (ex GST) including first hour
Labour charge for repairs unrelated to an Advantage Air product defect	\$140 (ex GST)/ hour
Products damaged as a result of poor installation	Charged according to Applicant purchase prices

The above schedule of charges may change from time to time.