

WARRANTY

Rinnai Air Conditioning Product Warranty

NOTICE TO CONSUMERS UNDER AUSTRALIAN CONSUMER LAW

Notice to consumers under the Australian Consumer Law:

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.

The benefits provided by this Warranty are in addition to any other rights and remedies of a consumer under the Australian Consumer Law and any other law which may apply to the Product.

Rinnai Australia Pty Ltd

1. WHAT IS COVERED BY THIS WARRANTY?

We warrant that your Rinnai Product purchased in Australia is free from defects in material and workmanship, subject to the terms and conditions contained in this document.

2. WARRANTY PERIOD

This Warranty applies to any defect in your Rinnai Product which appears within the period:

- (a) commencing on the installation date specified in the Compliance Certificate or, if the installation date cannot be established to Rinnai's satisfaction, commencing on the date 2 months after manufacture of the Product; and
- (b) determined in accordance with Schedule 1.

Any Product we repair or replace under this Warranty will only be warranted by us only for the balance of the original Warranty Period. You may have statutory rights outside of the Warranty Period.

3. WHAT WE WILL DO

To honour this Warranty, we will:

- (a) arrange for the Product to be repaired or replaced, at our option and expense, within a reasonable period; or
- (b) pay you an amount equivalent to the cost of repairing or replacing the Product.

If Rinnai provides you with either the replacement cost or replacement product, ownership of the original product shall immediately transfer to Rinnai.

Rinnai is responsible for reasonable costs associated with legitimate warranty claims, including call-out of an authorised Rinnai service provider to inspect the faulty product. Rinnai is not responsible for:

- (a) costs for tradespeople that are not authorised Rinnai service providers; or
- (b) any costs, including call-out costs for an authorised Rinnai service provider, associated with a product which is determined upon inspection not to be covered by this warranty.

The consumer will be reimbursed by Rinnai for any reasonable costs associated with making a legitimate warranty claim against Rinnai which are not otherwise specified above.

Enquiries relating to Warranty claims for Rinnai products or services must be made by contacting Rinnai Australia's National Sales and Service department. Contact details are on the back of this document.

4. WHAT WE NEED YOU TO DO

We need you to assist us with your claim by:

- (a) providing us with sufficient information to clearly identify the Product such as a Certificate of Compliance, proof of purchase or other substantially similar document;
- (b) providing us with a document which establishes that the Product was installed in accordance with the Manual and all applicable Regulations (we recommend that you provide us with a clear and legible Compliance Certificate for the Product);
- (c) reading clause 6 of this Warranty to ensure that none of the Exclusions in this section apply.

5. WARRANTY CONDITIONS

- (a) This warranty applies to products which are manufactured on or after the date of publication of this warranty but before the next date of publication of this warranty. Please contact Rinnai's Technical and Spare Parts department for further information about the warranty booklet publication dates.
- (b) All terms of this warranty are effective from date of completion of installation. The attending service person reserves the right to verify this date by requesting a proof of purchase or a copy of the certificate of compliance prior to the commencement of any warranty work. Where the date of completion of installation is not known, this warranty will commence two months after the date of manufacture. The date of manufacture is on the dataplate of the appliance.

Note: Certificates of compliance must be issued by the installer by law in all States and Territories of Australia.

- (c) All Rinnai heating and cooling appliances must be installed, commissioned, serviced, repaired and removed in accordance with the manufacturers installation instructions, current AS 3000, AS 3500 and AS 5601, local regulations and municipal building codes by persons authorised by local regulations to do so.
- (d) All appliances must be installed, operated and maintained in accordance with Installation / Operation Manual, and other technical or sales literature ("Manufacturer's Instructions").
- (e) Any inspection, service, repair or replacement activities associated with warranty on Rinnai products must be authorised by Rinnai Australia before commencement.
- (f) The warranty applies only to the components supplied by Rinnai. It does not apply to components supplied by others, such as, isolating valves, electrical switches, pipe work, electrical cables, fuses and where applicable, flue systems supplied by others, but not limited to these.
- (g) Where the appliance has not been sited in accordance with the installation instructions or installed such that normal service access is difficult, a service charge will apply. If at the discretion of the attending service person, access is deemed dangerous service will be refused. Any work required to gain reasonable access to the appliance will be chargeable by the attending service person (for example, removal of cupboards, doors, walls, trees, shrubs or the use of special equipment to move components to floor level, but not limited to these).
- (h) Where a product or a failed component is replaced under warranty, the time remaining on the original Product warranty period will continue to apply and the replacement product or part will be subject to the original product warranty period.
- (i) Rinnai reserve the right to transfer functional components from defective appliances if they are suitable.
- (j) Rinnai reserve the right to have the installed Product returned to the factory for inspection.

6. EXCLUSIONS

No warranties except those implied and that by law cannot be excluded are given by Rinnai in respect of Goods supplied. Where it is lawful to do so, the liability of Rinnai for a breach of a condition or warranty is limited to the repair or replacement of the Goods, the supply of equivalent Goods, the payment of the cost of repairing or replacing the Goods or acquiring equivalent Goods as determined by Rinnai.

This Warranty does not apply if the Product is outside Australia or if the claim is wholly or partly attributable to any:

- (a) defect in installation of the Product or any failure to install, use, service, maintain and repair the Product, in accordance with the Manual and all applicable Regulations;
- (b) misuse of the Product including use of the Product for purposes other than its intended purpose, use of the Product contrary to the Manufacturer’s Instructions, and use of the Product after it becomes apparent that it requires service, maintenance or repair;
- (c) accidental damage from external sources including fire, theft and explosion;
- (d) acts of God and damage or corrosion to the Product caused by environmental conditions including excessive moisture, acid rain, airborne fallout, stones, salt, sand, hail, wind, storms, lightning, floods, infestation by rodents or other vermin;
- (e) modification of the Product in a manner not authorised by Rinnai;
- (f) incorporation of parts other than Rinnai parts or other parts authorised by Rinnai;
- (g) normal wear and deterioration, having regard to the operating environment of the Product, including discolouration;
- (h) failure to respond in a timely manner to any malfunction of the Product;
- (i) failure due to abuse or misuse, improper maintenance, failure to maintain or improper storage.
- (j) failure or damage caused by alterations, service or repair work carried out by persons other than Rinnai service persons or service agents.
- (k) where it is found that there is no fault with the Product and the issue is related to the installation or is due to the failure of electric or gas supplies.
- (l) faults or substandard performance resulting from operation outside the manufacturer’s instructions will not be covered under this warranty.
- (m) parts not supplied by Rinnai. ie. power supply faults - power isolation, refrigeration piping - drain lines etc.

7. DEFINITIONS

“**Domestic Use**” means use of the Product for the climatic comfort of humans in:

- (a) ordinary domestic residential premises, such as houses or apartments; and
- (b) individual motel units, hotel rooms, caravans, mobile homes, and rooms in nursing homes, retirement village complexes, schools and other care institutions and like accommodation.

“**Commercial Use**” means any use of the Product for the climatic comfort of humans that is not Domestic Use.

“**Product**” means the air conditioning system manufactured by us and supplied with this Warranty in Australia, and used exclusively in Australia.

Schedule 1 – Warranty Period

Rinnai Air Conditioning Products	Parts and Labour
Domestic Use	5 years
Commercial Use	1 year