

WARRANTY POLICY

For The SALE AND SUPPLY OF PRODUCTS From
AIR CHANGE AUSTRALIA PTY LTD
(ABN 53 121 537 620)

1. Applicability

1.1 This Warranty Policy applies to any Products sold and/or supplied by Air Change Australia Pty Ltd ("Air Change") to a Purchaser and supersedes any terms and conditions of the Purchaser.

1.2 This Warranty Policy is also subject to the Terms and Conditions for the sale and supply of Products from Air Change ("Terms and Conditions"), a copy of which is available on the web site www.airchange.com.au and forms part of any Quotation or Order Confirmation from, and any Contract with, Air Change.

2. Definitions

2.1 "Contract" shall mean any and all agreements for the sale and/or supply of Product(s) from Air Change.

2.2 "Parties" shall mean Air Change and the Purchaser jointly.

2.3 "Price" shall mean the price to be paid by the Purchaser for the Product(s) excluding Goods and Services Tax (GST).

2.4 "Product" shall mean the product(s) as set out in the Contract.

2.5 "Purchaser" shall mean any and all party / parties entering into a Contract with Air Change for the sale and/or supply of Product(s) by Air Change.

3. Parts Warranty

3.1 Unless otherwise agreed in writing and subject to the terms and conditions of this Warranty Policy and the Terms and Conditions, Air Change warrants:

(a) that the Product(s) are free of manufacturing defects in materials and workmanship, and

(b) that the Products will deliver the rated heating and cooling capacity specified in the Quotation and published technical specifications for such Product.

3.2 If during a period of 12 months from the date of delivery of the Product(s) to the Purchaser ("Warranty Period") any Product manufactured by Air Change is found upon inspection by Air Change to have proved defective in design, material or workmanship under normal use and service and when properly installed, connected and commissioned as per the installation manual and instructions, Air Change will supply an exchange or replacement Product or component part(s) (the rectification solution being at the absolute discretion of Air Change) free of charge to the Purchaser provided that the Purchaser has complied with these conditions of warranty ("Warranty Conditions") including those in clauses 5 and 6.

3.3 The Warranty Period may be extended, if requested and confirmed in writing, so that the 12 month period commences upon commissioning of the Product(s) provided that:

(a) the date of commissioning occurs within 3 months of delivery of the Product(s); and

(b) a commissioning report which specifies the date of commissioning is delivered to Air Change within 21 days of the date of commissioning.

3.4 Unless prior agreement is given by Air Change in writing, any cost or expense incurred by any persons removing, replacing, refitting or rebuilding the replacement Product or component part(s) shall be borne by the Purchaser except where Labour warranty has been specifically agreed and included in the sale.

3.5 If the Purchaser does not make a warranty claim within the Warranty Period, even if the defect occurs during the Warranty Period, the Purchaser shall lose all benefit of any Parts Warranty or Labour Warranty.

4. Labour Warranty

4.1 Air Change, at its absolute discretion, may offer the Purchaser a 12 month labour warranty ("Labour Warranty") at an additional cost of 2.5% of the Price plus GST subject to the Warranty Conditions and this clause 4.

4.2 The Labour Warranty must be agreed and purchased and paid for prior to any Labour Warranty claim being actioned.

4.3 In addition to the benefits given by the Parts Warranty in clause 3, the Labour Warranty shall entitle the Purchaser, during the Warranty Period, having Air Change provide the labour for installing any replacement Product or component part(s) supplied pursuant to the Parts Warranty. 4.4 The labour covered by the Labour Warranty shall be undertaken:

(a) by Air Change;

(b) by sub-contractors chosen and arranged by Air Change; or

(c) subject to the prior approval of Air Change, by the Purchaser or its agents or sub-contractors, provided that in these circumstances labour shall be no more than \$65.00 per hour and refrigerant shall be no more than \$15.00 per kilogram and there shall be no charges for initial call out fees, quotations, travelling time, overtime, hire equipment, apprentice labour or brazing rod and nitrogen.

5. Warranty Conditions

Air Changes obligations under any Parts Warranty or Labour Warranty will apply only if:

5.1 The full Price in addition to GST and any other costs and charges pursuant to the Contract and the Terms and Conditions must have been paid.

5.2 The Product(s) must be in its first installation.

5.3 The Product(s) must have been installed in compliance with all of the conditions specified in the installation manual and instructions supplied with the Product(s).

5.4 The Product(s) must be operated and serviced in strict accordance with the installation instructions, operation instructions, service instructions, industry standards and relevant Government and industry codes and regulations.

5.5 The Product(s) must not have been subject to misuse, negligence, damage or accident in transit where the customer was responsible for transport.

5.6 The Product(s) must not have been modified, altered or supplemented in any way whatsoever without prior written approval of such modifications, alterations or supplements being given by Air Change.

5.7 Where Air Change recommends the use of particular fluids, refrigerants, consumables, materials or other accessories with the Product(s), the Product(s) must not have been used with other fluids, refrigerants, consumables, materials or accessories.

5.8 No part of the Product(s) shall be considered defective due to to compliance with information or instructions regarding the quality or use of the Product(s) given by someone other than Air Change.

5.9 No part of the Product(s) shall be considered defective if it is properly characterised as a consumable or due to normal wear or deterioration.

5.10 Any identification or serial number on the Product(s) or the part(s) must not have been altered, defaced or removed.

5.11 The warranty is subject to inspection of the Product(s) or potentially defective parts of the Product(s) by Air Change, although Air Change may in its sole discretion, waive the requirement for inspection.

5.12 The source of all part(s) supplied by Air Change pursuant to the Parts Warranty shall be sourced from or through Air Change and at the sole discretion of Air Change. Air Change shall not be liable for replacement parts sourced from other suppliers, manufacturers or wholesalers.

5.13 Air Change shall not be liable for defects arising out of materials provided by or a design stipulated by the Purchaser, unless agreed to in the Quotation and Order Confirmation .

6. Making a Warranty Claim

6.1 In order for a Purchaser to make a claim under the Parts Warranty or the Labour Warranty, the Purchaser must provide to Air Change:

(a) a completed warranty card (supplied with the installation or instruction manual provided with the Product(s)) or a copy of the original invoice with matching serial numbers as proof of purchase;(b) full written details of the defect, fault or problem; and

(c) if requested by Air Change, photographs, servicing information, commissioning report, and/or delivery of the potentially defective part.

6.2 Any part(s) sent to Air Change must be accompanied by written details of the warranty claim and identification of the model and serial number of the Product(s).

6.3 In the event that Air Change provides a replacement part(s) and requests return of a defective part(s), the defective part shall become the property of Air Change and if the defective part(s) is not returned within 14 days the Purchaser shall be liable for the full cost and transport cost of the replacement part(s).

7. Limitation of Liability

7.1 Except as expressly provided in this Warranty Policy, Air Change shall have no obligations or liabilities whatsoever to the Purchaser in respect of the delivered Product(s) or any part thereof. Consequently, without limiting the generality of the above, Air Change shall under no circumstances be liable to the Purchaser for liquidated damages, loss of production, loss of profit, loss of revenue, loss of use, cost of capital, costs connected with interruption of operation or other consequential or indirect loss or damages arising out of or in connection with any Product(s) supplied.

7.2 At the expiration of the Warranty Period all liability whatsoever on the part of Air Change ceases.

8. Force Majeure

8.1 If Air Change fails to fulfil its obligations pursuant to the Warranty Policy due to industrial disputes or any other circumstances beyond its reasonable control, which Air Change could not have reasonably expected or taken into account and which consequences Air Change could not reasonably have avoided or overcome (including but not limited to fire, flood, power blackout, earthquake, war or delays in deliveries by sub-contractors) it shall be regarded as a case for relief and Air Change will not be liable for any damages or any other relief or remedies.

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