

Warranty for Commercial Applications

Australian Consumer Law Notice

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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

PART I GENERAL TERMS AND CONDITIONS

1. Coverage and Application

- 1.1 Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act 2010 and other laws. This Warranty gives you benefits in addition to other rights and remedies available to you and identifies a preferred approach to resolving warranty claims.
- 1.2 This Warranty for Commercial Products (“Warranty”) applies to Products that have been purchased or used for commercial, business or industrial purposes, including the installation in moveable dwellings.
- 1.3 In the event that the Product was purchased under a contract with Teco (“Contract”) and the Contract includes terms that are inconsistent with the terms of this Warranty the terms of the Contract will prevail to the extent of any inconsistency.
- 1.4 In this Warranty:
 - (a) “ASP” means authorised TECO Service Personnel.
 - (b) “Authorised Reseller” means any of TECO’s authorised Resellers or Distributors.
 - (c) “Product” means any hardware product which:
 - was manufactured by or on behalf of TECO;
 - bears a trade mark owned or used by TECO; and
 - was purchased in Australia from an Authorized Reseller

but does not include any hardware or software which is packaged or sold with a TECO Product unless that is itself a TECO Product.

(d) “TECO” means TECO Australia Pty Limited ACN 002 595 388.

(e) “Warranty Period” means the period or periods of time specified in the Table below for Warranty Period for TECO Commercial Applications.

2. Warranty Terms

- 2.1 TECO warrants that your Product will be free of defective workmanship and material for the Warranty Period.
- 2.2 Subject to the terms of this Warranty, TECO will repair at no additional charge, defective parts or replace them with new parts or serviceable parts that are equivalent to new parts in performance. Please refer to paragraph 5 below.
- 2.3 The sales receipt is proof of purchase of the Product and the warranty period commences as of the date on the receipt.
- 2.4 Where the Product is replaced pursuant to this Warranty, the replacement Product will be subject to the warranty terms and warranty commencement date of the original Product.
- 2.5 This Warranty is transferable to a subsequent owner of a Product provided that TECO is informed in writing within a reasonable time of the transfer of the Product including the subsequent owner’s name and contact details. The transfer of this Warranty does not otherwise alter the terms of this Warranty.

3. Warranty Exclusions

- 3.1 Damage excluded from warranty
 - 3.1.1 A claim made under this warranty may be refused if the defect claimed has arisen for reasons other than faulty or defective parts or workmanship.

- 3.1.2 Circumstances in which a warranty claim may be declined include, but are not limited to damage caused by:
- (a) normal wear and tear;
 - (b) misuse or abuse, including failure to properly maintain or service;
 - (c) incorrect or improper operation such as not following the operating instructions (as stated in the Product Operation Manual);
 - (d) incomplete or improper installation
 - (e) failure to clean or improper cleaning of the product
 - (f) incorrect voltage or use of batteries or charging units other than those supplied or recommended by TECO;
 - (g) use of non-authorized or non-standard parts;
 - (h) theft, fire, food or liquid spills or immersion in liquid;
 - (i) vermin or insect infestation;
 - (j) repair or other work carried out other than by ASP;
 - (k) the relocation of any air conditioner Product; and
 - (l) vibration or other effects suffered while in mobile accommodation including caravans, mobile or relocatable homes and boats.
- 3.2 Other warranty exclusions

This Warranty does not cover the following:

- 3.2.1 Consumables.
- 3.2.2 Product which, at the time of the claim, does not bear the original serial number, for instance where the serial number has been removed or defaced.
- 3.2.3 Product purchased in an auction or other than from an Authorized Reseller.
- 3.2.4 The loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction. Please refer to Clause 5 below.
- 3.2.5 Deterioration or weathering to paintwork, metalwork, or trims of the product caused by normal weathering and or corrosive atmospheric conditions.
- 3.2.6 Faults or substandard performance resulting from operation of any air conditioner Product when used for applications other than the climatic comfort of humans.

4. How to arrange warranty service

- 4.1 To arrange for servicing of a Product, please contact TECO's Warranty and Service Department on 1300 660 037 during business hours (8.30am – 5pm AEST). Please ensure that you provide the operator with the following information:
 - (a) Name or model number of the Product;
 - (b) Full serial number of the Product;
 - (c) Your name, contact address, email, telephone and fax numbers;
 - (d) Purchase invoice or receipt; and
 - (e) Detailed description of the fault.
- 4.2 The operator will provide you with details as to how the Product is to be assessed and accepted for repairs pursuant to this Warranty. This will be either:
 - (a) For you to arrange delivery of the Product to a TECO Service Centre; or
 - (b) TECO will arrange for onsite service.
- 4.3 Delivery to TECO Service Centre
 - 4.3.1 If you are required to deliver the Product to a TECO Service Centre, please ensure that the Product is returned in its original carton and packing or alternatively in packing suitable to prevent damage to the Product.
 - 4.3.2 TECO will not accept responsibility for damage to the Product during this transport.
 - 4.3.3 Freight and insurance to and from the Customer Service Centre or authorised repair service outlet must be arranged by you.
- 4.4 Onsite Service
 - 4.4.1 For the following Products, TECO or its agent will attend to the place where the Product is situated to assess the warranty claim and, if necessary, repair the Product on-site, at TECO's cost:
 - (a) colour televisions with a screen size of 42 inches or more (>106cm);
 - (b) refrigerators with a gross capacity of 200 litres or more;
 - (c) freezers with a gross capacity of 150 litre or more;
 - (d) non-portable air conditioning units;
 - (e) washing machines; and
 - (f) dryers
 - (g) dishwashers

- 4.4.2 With any on-site visit, there may be instances when the product must be taken back to a TECO Customer Service Centre or to an authorised repair service centre for further testing. In these circumstances, you agree to let any designated Authorised TECO Service Personnel pick up and take the product for further testing, at the cost of TECO.
- 4.4.3 Onsite service is available only for Products that are:
- (a) Located within 30 kilometres of an authorized TECO service representative;
 - (b) Can be safely accessed by a sole service representative without assistance;
 - (c) Available for servicing during normal business hours.

You will be liable for additional costs incurred for any additional traveling or additional personnel required. You will also be liable for any costs incurred by TECO in accessing the site of the Product including the cost in attending site induction.

5. Repair Notice

TECO gives the following notice to you in relation to any Product that it accepts for repair.

5.1 Loss of Stored Data

The repair of goods capable of retaining user-generated data may result in the loss of data stored on those goods.

In this notice, "user-generated data" means any data stored on goods including customized programming on air-conditioners and televisions.

5.2 Use of Refurbished Parts

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

6. Limitation of Liability

- 6.1 To the full extent permitted by law all warranties other than provided herein are expressly negated, and TECO shall not be liable with respect to any loss or damage whether direct or indirect or consequential arising from your purchase, use or non-use of the Product.
- 6.2 Provisions of the Competition and Consumer Act and other State legislation in Australia imply warranties or conditions, or impose obligations, upon TECO which cannot, in whole or in part, be excluded, restricted or modified. To the extent permitted by law, TECO's liability (if any) arising out of or in relation to the Products or any services supplied by TECO shall be limited, at its option, to:
- (a) in the case of Products, the replacement or repair of the Products or the supply of equivalent products or the payment of the cost of replacing the Products or having the Products repaired or of acquiring equivalent Products.
 - (b) In the case of services, the supply of the services again or the payment of the cost of having the services re-supplied.
- 6.3 The warranties conferred under this Warranty do not extend to any costs associated with the installation, de-installation or re-installation of a Product, including costs associated with the de-mounting or re-mounting (and any other ancillary activities), delivery, handling, freighting or transportation or insurance of the product or any part thereof or replacement of and do not extend to and excludes damages or loss occurring by reason of, during, or associated with, or related to such installation, de-installation, re-installation or during transit.

7. Contact Details

TECO Australia Pty Ltd

335-337 Woodpark Road

Smithfield NSW 2164

Tel: 1300 660 037

Fax: 61 2 9765 8185

Email: had.service@teco.com.au

Web: www.teco.com.au

8. Please see back page of this warranty for warranty periods and special conditions.

PART II PRODUCT WARRANTY PERIODS AND SPECIAL CONDITIONS

1. Warranty Period for Commercial Product

The table below identifies the Warranty Periods for Products covered by this commercial warranty.

| Product | Warranty Period | Special Warranty Conditions |
|--|-----------------|---|
| Audio Visual Products | | |
| All audio visual products | 3 Months | This Warranty does not cover the cost of installation and de-installation of wall mounted units |
| Home Appliances | | |
| Refrigerators / Freezers | 2 years | |
| Dehumidifier | 1 year | |
| Washing Machine, Dryer and Dishwasher | 1 year | |
| Air Curtain | 1 year | Parts only (no labour) |
| Portable Air Conditioner | 2 years | |
| Window / Wall & Split Type Air Conditioner | 2 years | |
| LK Series Window Unit | 1 year | |

2. Warranty Period for Parts and Accessories

The table below identifies the Warranty Periods for Parts and Accessories sold separately from the Products listed above.

| Product | Warranty Period |
|---|-----------------|
| Remote Controls (for all products) | 6 months |
| Compressors, Motors, PDP and LCD Panels | 12 months |
| Other Parts, Accessories | 3 months |