





WARRANTY CERTIFICATE

Please complete the following details and retain with the original purchase docket

Owner's Name:

Address:	
Suburb: State:	Postcode:
Model No(s):	Serial No:
Date of Purchase:///	Invoice No:
Store from which product was purchased:	
Installer's Name:	Installer's Telephone Number:



TERMS OF WARRANTY AIR CONDITIONERS Australia

AHIC (Australia) Pty Ltd Tenancy 2, 15 Corporate Drive, Heatherton, VIC 3202

FOR SERVICE OR WARRANTY SERVICE CALL

AUSTRALIA 13COOL (13 2665) – <u>www.toshiba-aircon.com.au</u> <u>www.carrierair.com.au</u>

PURCHASER WILL BE CHARGED AT AHIC'S STANDARD CHARGE OUT RATES IF:-

- the problem is not covered by these terms of Warranty (e.g. damage, problems or failure resulting from improper or faulty installation)
- If there is nothing wrong with the Product (e.g. instructing Purchaser on the operation of the Product and/or controls);
- if the Purchaser is unable to provide Proof of Purchase validating that the Product is within the Warranty Period.

AHIC WILL DETERMINE WHETHER THE FAULT IS WARRANTY RELATED.

- Prior to calling for Warranty or Service, please ensure you refer to your Operating Instruction Manual and in particular the Troubleshooting Section.
- It is also recommended that you speak to your Installer before making a Warranty call.

1. Definitions

The terms listed below shall have the following meanings:

"AHIC" means AHIC (Australia) Pty Ltd (ABN 37 606 792 456)

"Authorised Service Representative" means an independent service contractor authorised by AHICor AHIC service personnel.

"Certificate(s) of Compliance" means certificate(s) issued by licensed personnel including plumbers, refrigeration mechanics, electricians or other relevant tradespeople to certify that any prescribed works comply with applicable regulatory requirements.

"Certificate(s) of Occupancy" means certificate(s) issued by the local council which certifies that a home can be occupied.

"Installation Site" means the site at which the Product is originally installed.

"**Operating Instructions**" means the user manual or other documentation which provides detailed instructions on the proper operation and maintenance of the Product.

"**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.

"**Product**" means the equipment purchased by the Purchaser and described in Section 2 of this document.

"**Product Purpose**" means that the Products described in Section 2 are designed & manufactured for the specific purpose of heating and/or cooling air as an aid to human comfort in domestic and light commercial buildings. Use of the Product for any other purpose will void this Warranty;

"**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.

"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 AHIC's specification.

2) Terms of Warranty

a) Subject to these terms of warranty, the Product is warranted by AHIC to be free from defects in materials and factory workmanship for the period set out in the table below. AHIC does not warrant installation or installation related products.

	PRODUCT GROUP*		WARRANTY PERIOD	
DRAND			LABOUR	
CARRIER	RESIDENTIAL	5 YEARS	5 YEARS	
TOSHIBA MINI - SMMS, SMMS, SMMSI, S	HI-WALL PRODUCT	5 YEARS	5 YEARS	
	DIGITAL AND SUPER DIGITAL RANGE	5 YEARS	5 YEAR	
	MINI - SMMS, SMMS, SMMSI, SMMSe & SHRM RANGE*	1 YEAR**	1 YEAR**	
	MINI-SMMS, SMMS, SMMSI, SMMSe & SHRM COMPRESSORS*	3 YEARS**	N/A	
* Products listed in the table above are to be used for the specific purpose of heating and/or cooling as an aid to human comfort in domestic and light commercial buildings. Use of the Product for any other purpose will void this Warranty.				

** 5 years when installed in domestic use buildings only

- b) AHIC will determine, in its sole discretion, which classification the Product fits into and the corresponding Warranty Period that shall apply.
- c) 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.
- d) The repair or replacement shall be performed during the hours 8:30am to 5:00pm weekdays excluding public holidays by an Authorised Service Representative at a time convenient to the Authorised Service Representative. Repair by non-authorised agents may void the Warranty.
- e) 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 AHIC (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.
- f) The Purchaser may only obtain the benefit of the Warranty if the Purchaser:
 - i) notifies AHIC within 30 days of a defect developing, that a claim is being made under this Warranty;
 - ii) provides, in support of the claim made under this Warranty, a Proof of Purchase.
- g) This document represents the only warranty given by AHIC and no other person or organisation is authorised by AHIC to offer any alternative.

3) Exclusions

This Warranty does NOT cover:

- a) damage, problems or failure resulting from improper operation and/or inadequate maintenance by the Purchaser (refer to Purchaser's Responsibilities section below);
- b) Use of these products in locations and situations outside of the Product Purpose will void this Warranty (e.g. server rooms etc);
- c) damage or problems or unsatisfactory performance resulting from operation in an environment where climatic comfort of humans is not the primary function of the equipment will void this Warranty
- d) damage, problems or failure resulting from improper or faulty installation. The Product must be installed by a Qualified Installer. Where applicable, Certificate(s) of Compliance must be obtained by the Purchaser from the Qualified Installer and presented to the Authorised Service Representative.
- e) 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 water, gas or drainage services;

- f) damage, problems or failure caused by acts of god, fire, wind, lightning, flood, storm, vandalism, earthquake, war, civilian destruction, 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;
- g) damage, problems or failure caused by weather including, but not limited to, hail, salt or other corrosive substances damage as a result of the normal effects of being exposed to the weather or as a result of atmospheric fallout;
- h) product which has been installed in a portable or mobile building, structure or application including, but not limited to, a caravan or boat;
- i) product which has been re-installed at a location other than the original Installation Site;
- j) any consumable item supplied with the Product including, but not limited to, an air filter, battery, fan belt;
- k) installation components that may be attached to the Product. These include, but are not limited to, control wiring, ducting, return air filter(s) grille, register, diffuse zone motors, controls/thermostats, pipe work and fabricated or added components. These items remain solely the responsibility of the Qualified Installer;
- installations where electrics/electronics may be subjected to moisture/chemicals (e.g. swimming pools or nurseries);
- m) any repair, which is needed as a result of an accident, misuse, abuse or negligence;
- n) any damage caused by dirty air filters, air flow obstructions or foreign objects blocking vents and coils;
- o) any damage caused by leaking, damaged or exhausted batteries;
- p) product that is utilised in an environment (indoor & outdoor) outside its specified operating range;
- q) any ancillary components of an air conditioning installation including, without limitation, control wiring, ducting, pipe work and fabricated or added components;
- r) fair wear and tear to the Product.

4) Limitations

- a) Product fitness for purpose and overall system design, sizing and application are not the responsibility of AHIC. This includes but is not limited to heat load calculations, air flow and system balancing.
- b) This Warranty does not apply to any Product the Installation Site of which is outside Australia. Except where inconsistent with the Purchaser's statutory rights and the rights given by this Warranty, all other warranties and all liability of AHIC 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, or the servicing of the Product, is expressly excluded.

5) Travel, Transport & Access Costs

- a) The Purchaser must pay freight charges, in-transit insurance expenses and/or traveling costs for repairs/replacements that are required to be performed 100km or more from the nearest AHIC branch or Authorised Service Representative
- b) The Purchaser must pay all costs in respect of:
 - n making the Product accessible for service. For example, restricted access or working at heights;
 - n. providing a safe working environment for installation, service, maintenance or repair of the Product;
 - III. any surcharge applicable in respect of replacement parts outside 8:30am to 5:00pm weekdays and public holidays.

6) Purchaser's Responsibilities

a) Provide Proof of Purchase.

- b) Operate and maintain the Product in accordance with the Operating Instruction, including but not limited to:
 - . ensuring that the units are adequately maintained;
 - n. regularly cleaning the air filter(s) and replacing them where necessary;
 - m. replacing expired batteries or other consumables as required;
 - iv. ensuring that the condensate drain is kept clean and clear of obstructions
 - v. ensuring that outdoor units have unrestricted airflow and adequate clearances;
 - vi. ensuring that additional corrosion protection is applied to the Product if it is installed in a corrosive environment, e.g. close to the sea.

7) Statutory Rights

- a) Australian Purchasers have the benefit of statutory rights implied by the Competition and Consumer Act 2010 and similar consumer protection laws in each State and Territory, and nothing in these terms of Warranty has the effect of excluding, restricting or modifying those rights.
- b) AHIC's goods come with guarantees that cannot be excluded under the Australian Consumer Law. Australian Purchasers 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.