



## WARRANTY TERMS AND CONDITIONS

1. This express warranty ("warranty") covers the Product described on the Warranty Card against defects, design, materials and workmanship for the period in Table below. The warranty period starts when the Product is commissioned. If the commissioning date is more than 12 months after the purchase date of the Product from ActronAir, the warranty period starts 12 months after the purchase date of the Product from ActronAir.
2. Product defects covered by this warranty will be repaired or replaced at the discretion of ActronAir without cost to the owner for the replacement parts or Product. The repair or replacement shall be performed during normal business hours by ActronAir or repair agent authorised by ActronAir. Charges may apply if requested out of hours.
3. Any part or Product replaced under this warranty will be warranted in accordance with the provisions of this warranty for the remainder of the original warranty period or 12 months from the completion of the repair, whichever is the greater.
4. Accessory items supplied by ActronAir such as ActronAir zone barrels, controls etc have the same warranty period as per Table below provided these items are purchased at the same time as the finished goods unit. NOTE: Accessory items purchased and fitted after the original installation or fitted at a later date will have the Spare Parts warranty as per Table below.
5. Except where inconsistent with the owner's statutory rights and the rights given by this warranty, all other warranties and all liability of ActronAir for any loss or damage direct and consequential (including loss of profits) is expressly excluded.

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 entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure.

Please note that the rights under the Australian consumer law are limited in circumstances, where the purchaser of an ActronAir product is not a "consumer". You are a Consumer only if the price of the goods is below \$40000 or the goods are of a kind ordinarily acquired for personal, domestic household use or consumption.

### 6. THIS WARRANTY DOES NOT COVER:

- A. Damage, problems or unsatisfactory performance caused to the Product by faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, internet coverage, over transients or electromagnetic interference not originating within the Product including solar, battery or generator power supply fluctuations and inadequacies and performance issues of the unit caused by mismatched indoor/outdoor units;
- B. Damage or problems or unsatisfactory performance resulting from product installed by unlicensed installers, incorrect application, installation or commissioning;
- C. Damage or problems or unsatisfactory performance caused by the use of an accessory, component or Product not supplied by ActronAir;
- D. Damage or problems or unsatisfactory performance caused by storm, fire, flood, hail, atmospheric fallout, vandalism, misuse, negligence, Acts of God, earthquake, war, vermin, foreign matter entering the Product (e.g. dirt and moisture) or any other outside agency;
- E. Damage or deterioration of all components internal/external surfaces or refrigeration coils caused by normal weathering or corrosive atmospheric conditions (e.g. sea air) and/or unsatisfactory performance as a result of normal weathering;
- F. Damage or deterioration to the heat exchange coil with additional ActronAir coil coat treatment that has been subjected to conditions that are not covered in the sales literature applicable to the ActronAir coil coat;
- G. Any consumable item including damage caused by these items (e.g. batteries, filters, belts) supplied with the Product unless the item is shown to be defective at the time of purchase;
- H. Damage or problems or unsatisfactory performance caused directly or indirectly by the operation of the equipment in an environment where:
  - i. Climatic comfort of humans is not the primary function of the Product for example: Battery rooms, Server rooms, Machine rooms etc (see non-human comfort Policy for further information on this); or

- ii. Operation at conditions outside the operating conditions specified in ActronAir's technical sales literature applicable to the Product; or
- iii. Misapplication of the Product; or
- iv. Incorrect use or installation of any consumable; or
- v. Failure to check and clear obstructions in both the indoor and outdoor sections of the Product, including the air filters, vents, coils and drainage pipes; or
- vi. Exhausted, leaking or used batteries; or
- vii. Outdoor units located near sensitive locations such as bedrooms or neighbours' dwellings causing noise complaints due to wrong location

- I. Any cost associated (including crane/scaffolding costs) with gaining acceptable service access to Product installed in restricted or unsafe (e.g. high, tight spaces, inaccessible) locations;
- J. Product which has been reinstalled at a location other than the original location;
- K. Freight charges including insurance or Technicians travelling cost for repairs performed outside the area normally serviced by ActronAir's Dealers/Service Agents;
- L. Product which has been installed in a transportable or mobile application (e.g. caravan, portable/transportable homes or boats);

### 7. THE PURCHASER IS RESPONSIBLE FOR:

- A. The correct operation and regular maintenance of the Product carried out as noted below. The correction of any Non-Product fault or problem is not covered by this warranty;
  - B. Operation of the Product is in accordance with the operating instructions;
  - C. Carrying out periodic maintenance of the Product by a suitably licensed /qualified person. For residential maintenance, once every 12 months, and for commercial at least once every 3 months (this depends on usage);
  - D. Regular cleaning of the air filter(s) and the replacement where necessary;
  - E. Ensuring that the air inlet and the outlet on the outdoor unit is kept clear of any obstructions (e.g. dirt, leaves, plants);
  - F. Ensuring that the condensate drain in the roof is kept clean;
  - G. Replacement of exhausted batteries;
  - H. The application of additional corrosion protection if the Product is installed in a corrosive environment (for example industrial pollution, sea air), in this case regular washing down using a mild detergent of outdoor unit including panels, coils etc.
8. In respect of any goods supplied under the contract where the price is more than \$40000 or the goods are not of a kind ordinarily acquired for the personal domestic household use or consumption, unless the owner establishes the following limitation of liability would not be fair and reasonable, the liability of ActronAir for any defect of design, materials or workmanship will be limited to any of the following as determined by ActronAir:
    - A. Replacing the Product or supplying equivalent Product; or
    - B. Repairing the Product; or
    - C. Paying the cost of replacement of the Product or acquiring equivalent Product; or
    - D. Paying the cost of having the Product repaired.
  9. Product described as Heat Reclaim System comprising of air conditioning equipment manufactured by ActronAir and goods supplied or manufactured by others to be used in conjunction with ActronAir manufactured air conditioning will be subject to the following provisions:
    - A. ActronAir manufactured air conditioning equipment – warranty period of 2 years. No extensions of warranty apply to these products through the extended warranty policy;
    - B. Goods supplied or manufactured by others specifically relating to Heat Reclaim Function – warranty period will be the warranty provided by the supplier or manufacturer

| Product Type   | Capacity Range /Description   | Warranty period (Parts)   | Warranty Period (Labour)   | Optional Extended Wty (Parts & Labour)  |
|--|---|---------------------------|--|---|
| <b>Residential Products</b><br>Ducted Split, Wall Hung Split, Cassette Split, Multihead Split, Bulkhead & Low Profile Split, (including "Easy Connect WiFi App")<br>Mini VRF <19KW | 2KW to 24KW   | 5 Years                   | 5 Years  | Not Available   |
| <b>Commercial Products</b><br>Rooftop Package Units  | 15KW to 200KW   | 2 Years                   | 2 Years  | Optional to purchase Service Under Warranty for an additional 3 years. Max. warranty period is 5 years (see extended warranty policy) |
| <b>Commercial Products</b><br>Ducted Split Units   | 25KW to 100KW   | 2 Years                   | 2 Years  | Optional to purchase Service Under Warranty for an additional 3 years. Max. warranty period is 5 years (see extended warranty policy) |
| <b>Accessories</b><br>(ACM) Actron Connect WiFi Module   | *PARTS ONLY Warranty  | 2 Years                   | Not Available  | Not Available   |
| <b>**Accessories</b><br>ActronAir Manufactured Zone Barrel Assemblies  | *Parts & Labour Warranty only when purchased with new ActronAir unit.<br>Note: When Zone barrels are used on an existing Actron unit or non Actron unit 5 year PARTS ONLY applies | *5 Years                  | *5 Years<br>Note: Only applies when used with a brand new Actron system purchased at the same time | Not Available   |
| <b>Accessories</b><br>Wall controllers, Temperature/Co2/Humidity sensors, BMS Cards  | *Parts & Labour Warranty only when purchased with new Actron unit   | Same as new unit warranty | Same as new unit warranty  | Not Available   |
| <b>Accessories</b><br>Group Controller and Group controller accessory items  | *Parts & Labour Warranty only when purchased with new Actron unit   | *2 Years                  | *2 Years   | Not Available   |
| <b>Spare Parts</b> Item group  | All ActronAir Spare Parts   | 12 Months                 | Not Available  | Not Available   |
| <b>ActronControls</b> labelled/branded items   | ActronControls branded items distributed by ActronAir   | 12 Months                 | Not Available  | Not Available   |

\* Accessories and Spare Parts purchased separate to Air Cond units carry a 12-month Parts only warranty. (Excludes Zone Barrels)

\*\* For Zone barrels Parts & Labour Warranty only applies when purchased with a new ActronAir system and is installed all at the same time. Note: When Zone barrels are used on an existing Actron system or Non Actron systems a 5 year Parts only warranty applies