

## HOW TO REGISTER YOUR PRODUCT WARRANTY (Australia only)

*Please complete this section. You will also need to retain your purchase receipt, and if your warranty period was extended by us, your proof of the extension.*

Customer Name:	
Installation Address:	
Country:	
Suburb:	
Brand:	
Model:	
Serial No:	
Type of Installation:	Residential / Non-residential / Commercial
Date of Installation:	
Installer/Dealer:	

### PRIVACY NOTICE

Convair Airconditioning Pty Ltd ABN 32 652 115 903 will use the personal information you provide us with to provide warranty support for the product you have purchased and to inform you about other products and services. If you choose not to supply us with the information requested, we may be unable to provide you with warranty support. We may also disclose your information to third parties, such as related entities; retailers, distributors, service agents and contractors who are affiliated with us; or marketing or market research companies. If you would prefer not to receive direct marketing communications from us, please follow the instructions to "unsubscribe" which will be included in the direct marketing communications we send you, or contact our Privacy Officer using the details set out below. While we do not currently transfer personal information to overseas recipients or store personal information overseas, if we transfer your information to third parties who do so, we will take reasonable steps to ensure that the overseas recipients do not breach the Australian Privacy Principles. By registering your warranty, you consent to having your personal information used in this way.

## WARRANTY TERMS AND INFORMATION (Australia Only)

In this warranty:

**We or us** means Convair Airconditioning Pty Ltd ABN 32 652 115 903, and our contact details are set out at the end of this warranty;

**You** means you, the original end-user purchaser of the Goods;

**Supplier** means the authorised distributor or retailer of the Goods that sold you the Goods in Australia;

**Goods** means the product, unit, appliance or equipment which was accompanied by this warranty and purchased in Australia for installation and use only in Australia; and

**Relevant Warranty Period** means the various warranty periods as described in clause 1 and clause 3 below, as appropriate.

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

1. If, during the first five (5) years from the date of purchase when the Goods are used (i) for personal, residential household purposes or (ii) in commercial installations for the purpose of keeping people warm, and otherwise for one (1) year for non-domestic heating applications, and during any extended warranty period that may be agreed to in writing by us, the Goods upon examination prove defective by reason of improper workmanship or material, We will repair or replace at our option, the Goods or any part thereof without charge for either parts or labour, during normal working hours. Should we deem in our absolute discretion to replace the Goods, we may substitute any similar good even if it is not on our current price/equipment list. Further, 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. Where we repair or replace the Goods or any part thereof under this clause 1, the warranty granted under this clause shall apply to the Goods or parts used to effect the repair or replacement, but only for the then remaining portion of the warranty period.

2. The warranty granted under clause 1 applies to all components which form part of the original gas heater, but does not cover:

- (a) fair or normal wear and tear;
- (b) damage, loss or claims caused by, resulting from, or arising out of any utilities that service or are connected to the Goods, electrical surges, inadequacies, failure, or other problems in or with any electricity, power, water, or gas supply to the Goods;
- (c) after the first year: (i) the replacement, supply, or servicing of consumable items (including without limitation washers and seals) and (ii) maintenance adjustments to the gas heater (including without limitation gas pressure, ignition, flame sensing, filter, and airflow adjustments); and
- (d) installation (including without limitation ductwork, fittings, return air filters and other related installation components) which is excluded.
- (e) batteries (including damage caused by leaking or faulty batteries), cracking or breaking of display screens in controllers, physical damage caused by the user or third parties, and accidental breakage

3. If during the first ten (10) years the Heat Exchanger or Gas Burner prove defective by reason of improper workmanship or material, We will repair or replace the relevant Parts, or alternatively replace the Goods, at our discretion. The warranty under this clause 3 only includes the costs of the Parts or Goods, You will be responsible for any costs of labour. Should we deem in our absolute discretion to replace the Parts or Goods, we may substitute any similar good or Goods even if it is not on our current price/equipment list. Further, Parts 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. Further, refurbished Goods, or alternatively Goods of the same age or condition, may be used to replace the original Goods. Where we repair or replace the Parts (or alternatively replace the Goods) under this clause 3, the warranty granted under this clause shall apply to the Parts used to effect the repair or replacement (or if the Goods were replaced, to the Goods used to effect the replacement) but only for the then remaining portion of the warranty period.

4. We are under no obligation to repair or replace the Goods or Parts under clause 1 or clause 3 if (i) the Goods have not been operated, serviced, and maintained in accordance with the instructions provided in the Owner's Manual, (ii) any such service or maintenance has not been properly or competently performed, (iii) the Goods have not been installed and commissioned in accordance with the installation instructions, or (iv) the Goods have not been installed and commissioned properly or competently.

It is a condition of warranty cover that each item in the Maintenance Schedule in the Owner's Manual (if it was published with such a Schedule) is performed with the frequency indicated, by a qualified, licensed technician, and that the Maintenance Schedule is properly filled out (ie names, signature, date, and action taken) when the item is completed. Any failure to carry out the required maintenance and servicing requirements, and any failure to properly fill out a Maintenance Schedule in the Owner's Manual, will void your warranty.

5. The addition of any third party device, (except where it is required by the installation instructions and complies with those instructions), or the removal or alteration of any Convair component, or damage due to misuse of the unit, or faulty installation or commissioning, will void this warranty.

## WARRANTY TERMS AND INFORMATION (Australia Only) cont.

6. As far as the law permits, We will not be liable for any consequential loss suffered through, or resulting from, the non-operation, or ineffective operation of the gas heater. The warranties granted under clause 1 and clause 3 do not cover damage to the gas heater or other loss resulting from acts of God.
7. No other person, company or corporation is authorised to offer, or give on our behalf, any other warranty. Nothing in this warranty shall be construed as affecting any rights You may have under all the relevant laws, or Commonwealth or State Legislation which give You rights which cannot be modified or excluded by agreement. The benefits conferred are in favour of You and any person deriving title to the Convair gas heater whilst in its original place of installation.
8. In order to claim under the warranties granted under clause 1 or clause 3 You must:
- (a) • contact us within the Relevant Warranty Period at [convair.com.au](http://convair.com.au);
  - (b) make available for inspection by the service agent who will come to the location of the Goods (or send to us at the address below) and within the Relevant Warranty Period: (i) the legible and unmodified original proof of purchase, which clearly indicates the name and address of the original retailer, the date and place of purchase, the product name or other product serial number, (ii) all of your records of all service and maintenance carried out to the Goods, plus the maintenance Schedule in the Owner's Manual (if it was published with such a Schedule) (iii) a copy of the completed Warranty Information page in this warranty, and (iv) if an extended warranty period was agreed to in writing by us, then the relevant document provided by us confirming that extended warranty period. (If you choose to send the documents described in (i) to (iv) to us, then there is an additional requirement: they must be accompanied by a covering letter which states your name and address, daytime telephone number, the address at which the Goods are installed, and the model and serial number of the Goods.)
9. The warranty granted in clause 1 covers the costs of parts and labour and the warranty granted in clause 3 covers the costs of parts within the Relevant Warranty Period but in both cases You will be responsible for :
- (a) The cost of travel incurred for a Convair service agent to get to and from the location of the Goods if the Goods is either: (i) outside the metropolitan areas of the capital cities; or (ii) more than 35 kilometres from an authorised Convair branch or service representative;
  - (b) Any costs for additional labour or equipment associated with gaining acceptable and safe service access to the Goods installed in restricted, high or unsafe locations, and/or the removal and replacement of any barrier, walls, floors, roofs, fences etc.; and
  - (c) Any costs incurred by the Convair service agent in gaining access to the Goods which is necessary to comply with any safety or workplace safety requirements and/or any other relevant regulations. For the avoidance of doubt, the reference to any costs incurred also includes the costs of any necessary site inductions.
10. We are not responsible in any way for any failure and/or inadequate performance of the Goods which arises from or is connected to the use in the Goods of non-genuine spare parts. We strongly recommend that only spare parts supplied or approved by us are used in the Goods.
11. We, our employees, and our Executive are not responsible for the installation of the Goods and expressly disclaim all liability resulting from incorrect installations or installations that do not conform to local electrical codes, local plumbing codes, Occupational Health and Safety requirements, and by laws which are legislated or in effect at the time of installation.
12. This warranty is only valid and enforceable in Australia.

**Note:** It is important that the safety and privacy of our service technicians is protected at all times. Accordingly, We and our Convair service agents reserve the right to refuse service if (i) safety and accessibility to the unit cannot be guaranteed or (ii) the owner of the unit, occupant of the site where the Goods are located, or any other third party seeks to take photographs, or make a video or audio recording, of the service technician(s) while they are on the site or carrying out service to the unit. If a service technician attends the site but subsequently leaves for any of these reasons then a service charge will be made for the call which charge shall be a debt immediately due and payable by the person or entity that has made the claim under this Warranty.

If a service call reveals no warranty fault found with the gas heater, a charge will be made for the call.

Our liability under this warranty is limited to the extent permitted by law. That is, to the extent that it is fair and reasonable, if the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, your remedies associated with any failure or defect of the Product will be limited to:

- (a) the replacement of the Goods or the supply of equivalent goods;
- (b) the repair of the Goods;
- (c) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or
- (d) the payment of the cost of having the Goods repaired

and subject to the terms and conditions included in this warranty.





**When your product requires servicing, please  
quote serial number and model number**

BARCODE AND SERIAL NUMBER

FOR AUSTRALIA ONLY

WEBSITE

[convair.net.au](http://convair.net.au)

Warranty Service: 1300 650 644

It is the policy of Convair to introduce continual product improvement.  
Accordingly, specifications are subject to change without notice.  
Please consult with your dealer to confirm the specifications of the model selected.

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**convair**  
Airconditioning™