

1st January 2014

Non Human Comfort Warranty Policy (“Warranty”)

This Warranty applies to the Products set out below subject to the Warranty Conditions.

Application of Warranty

If the Customer:

1. intends to use the Products primarily for non-human comfort applications (“Application”); and
2. wishes to have the benefit of this Warranty,

Products

The following product groups (“Products”) are eligible to be covered by this Warranty subject to the Warranty Conditions

Products (By Prefix model number)	Warranty Period
SRA, SRC, SRE, SRG, SRV, SRM, SWA, SWB, ERV, ERM, CRV, ARV, FRV	12 Months Parts & Labour
SCA, SCG, CAY, EVY, ELY, PCA, PCG, PKY, PMD, PKV	12 Months Parts & Labour
Accessory Items supplied by Actron Air relating to the above Products (Excluding Actron Air zone barrels & Actron Connect Module)	12 Months Parts & Labour

Making a warranty claim:

Subject to the Customer satisfying all of the Warranty Conditions set out below, the Customer may make a warranty claim for use of the Products for the Application under this Warranty by informing ActronAir as soon as the warranty claim arises by contacting ActronAir using the details below to explain the circumstances of the claim and to arrange for a service call.

Service Department: PH1800 119 229
Email: service@actronair.com.au
Website: www.actronair.com.au

Investigation of Claims:

ActronAir will make its own evaluation of the fault stated by the Customer before any warranty claim is accepted.

Under the terms of this Warranty, and subject to:

- (a) the Customer satisfying all of the Warranty Conditions; and
- (b) approval of the warranty claim by ActronAir,

ActronAir may elect at its discretion, subject to applicable consumer laws, repair or replace the Products during the Warranty Period. If a replacement part is supplied, the Warranty Period remains based on the original date of invoice from ActronAir.

Warranty Conditions

Subject to Written Approval being granted, the application of this Warranty is subject to the following conditions:

- the Product must be operated in accordance with the operating instructions;
- the Product must be serviced every second month as a minimum requirement by a suitably qualified service technician as per Actron Air's standard maintenance guide. Proof of service history must be provided on request;
- temperature controller **must** be set at the following temperatures during the operation of the Products:
 - for Cooling Mode – not lower than 21 degrees Celsius and not higher than 30 degrees Celsius;
 - for Heating Mode –not lower than 18 degrees Celsius and not higher than 24 degrees Celsius;
- the Product's air filter(s) must be regularly cleaned and replaced where necessary;
- Products must be fitted with the following extras as a minimum;
 - Low ambient cooling option
 - Phase protection device (3 phase models only)
 - Heat exchanger corrosive coil treatment (outdoor coil only or where indoor coil is subject to highly corrosive environment);
- for every Product used by the Customer for the Application, an additional equal size unit ("Additional Machine") must be purchased and used by the Customer for that Application to allow for lead/lag operation of the Product as the Product cannot run continuously 24 hrs per day 7 days per week. Where a Product runs continuously 24 hours per day 7 days per week, the Customer must every month swap the Product with the Additional Machine (which would not have been operating during the previous month of use of the Product).
- the air inlet and the outlet on the outdoor unit must be kept clear of any obstructions (eg dirt, leaves, plants);
- the condensate drain must be kept clean;
- the exhausted batteries must be replaced;
- any warranty charges are subject to Actron Air's standard allowable charges. Please request a copy of these prior to carrying out any warranty work.

In addition to the above, this Warranty does not cover:

- Extra charges such as travel and after hours call outs will not be approved and are not covered.
- The correction of any non Product fault or problem is not covered by this warranty;
- Damage or problems or unsatisfactory performance caused to the Product by faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, over transients or electromagnetic interference not originating within the Product;

- Damage or problems or unsatisfactory performance resulting from incorrect installation or commissioning;
- Damage or problems or unsatisfactory performance caused by the use of an accessory, component or Product not supplied by ActronAir;
- 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 (eg dirt and moisture) or any other outside agency;
- Damage or deterioration to the external surfaces or refrigeration coils caused by normal weathering or corrosive atmospheric conditions;
- Any cost associated with gaining acceptable service access to Product installed in restricted or unsafe (eg high) locations;
- Freight charges including insurance or travelling cost for repairs performed outside the area normally serviced by ActronAir's dealers;
- Product which has been reinstalled at a location other than the original location;
- Any consumable item (eg batteries, filters, belts) supplied with the Product unless the item is shown to be defective at the time of purchase;
- Damage or problems or unsatisfactory performance caused directly or indirectly by the operation of the equipment in an environment where:
 - Operation at conditions outside the operating conditions specified in ActronAir's technical sales literature applicable to the Product; or
 - Misapplication of the Product; or Incorrect use or installation of any consumable; or
 - 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
 - Exhausted, leaking or used batteries.

Limitation of Liability:

The following statement applies only if the supply of the Products to the Customer is a "consumer sale" as defined in the Australian Consumer Law. In this statement, 'Our' means ActronAir, 'You' means the Customer and 'goods' means Products:

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.

Notwithstanding this, the liability of ActronAir is limited, to the extent permitted by law and at the option of ActronAir to:

- replacing the Products or the supply of equivalent products;
- the repair of the Products;
- the payment of the cost of replacing the Products or of acquiring equivalent products; or
- the payment of the cost of having the Products repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and ActronAir is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever.

The benefits given to the Customer in this Warranty are in addition to other rights and remedies under a law in relation to the Products or services to which this Warranty applies.

This Warranty is not applicable outside Australia.

Jim Barlas
National Service Manager