

## EXPRESS WARRANTY CERTIFICATE

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

Owners Name:		
Address:		
Suburb:	State:	Postcode:
Model No(s):	Serial No:	
Model No(s):	Serial No:	
Date of Purchase:	Invoice No:	
Name of store or Dealer		
Installer name	Contact Telephone number	

## TERMS OF EXPRESS WARRANTY TOSHIBA AND CARRIER AIR CONDITIONERS

AHIC (Australia) Pty Ltd

Level 1, 152 – 154 Wellington Road, Clayton, VIC 3168

ABN 37 606 792 456

FOR SERVICE OR WARRANTY CLAIMS CALL 13COOL (13 2665)

## 1. EXPRESS WARRANTY

The benefits given to Purchasers under this Express Warranty are in addition to other rights and remedies available to the Purchaser, including the consumer guarantees under the Australian Consumer Law.

### **AHIC will determine whether the fault with a Product is covered by this Express Warranty.**

Prior to making a warranty claim, please ensure you refer to your Operating Instructions, and particularly the Troubleshooting Section in the Operating Instructions.

It is also recommended that you speak to your Qualified Installer before making a warranty call.

### **If AHIC attends to a warranty call, the Purchaser will be charged at AHIC's standard charge out rates if:-**

- the problem is not covered by this Express Warranty;
- the problem is not a result of a breach of a consumer guarantee given under the Australian Consumer Law;
- there is nothing wrong with the Product (e.g. AHIC needs to instruct the Purchaser on the operation of the Product and/or controls); or
- the Purchaser is unable to provide Proof of Purchase validating that the Product is within the Warranty Period.

## 2. DEFINITIONS

The terms listed below shall have the following meanings in this Express Warranty:

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

**"Authorised Service Representative"** means (a) an independent service contractor authorised by AHIC or (b) AHIC's service personnel.

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

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

**"Commercial"** means commercial, industrial or retail premises including offices, shops, factories, reception centres, showrooms, hotels, motels, bars, clubs, cinemas, theatres, universities, schools and kindergartens.

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

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

**"Purchaser"** means the end user of the Product, being 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 equipment purchased by the Purchaser of a type described in the table in Section 3 of this document.

**"Product Purpose"** means the specific purpose of heating and/or cooling air as an aid to human comfort in domestic and light commercial buildings.

**"Proof of Purchase"** means a tax invoice or receipt evidencing purchase 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 of the Product 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.

**"Residential"** means a dwelling designed for people to live in including houses, aged care, independent living, apartments, town houses and units.

**"Warranty Period"** means the period of time set out in the table under the heading 'Terms of Warranty' below, in respect of each Product type.

### 3. TERMS OF EXPRESS WARRANTY

Subject to these terms of Express Warranty, AHIC warrants to Purchasers that the Products will be free from defects in materials and factory workmanship for the Warranty Period.

- a. Toshiba 7-year warranty applies to purchases made on or after May 1, 2020
- b. Toshiba 5-year warranty applies to purchases made on or before April 30, 2020

AHIC does not warrant installation or installation related products or defects.

BRAND	PRODUCT GROUP	WARRANTY PERIOD YEAR/S RESIDENTIAL	WARRANTY PERIOD YEAR/S COMMERCIAL
CARRIER	HI-WALL, DUCTED	5	5
TOSHIBA	HI-WALL	7	5
	DIGITAL & SUPER DIGITAL	7	5
	VRF	7	1
	VRF COMPRESSORS	7	3*
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 residential dwellings and commercial buildings. Use of the product for any other purpose will void this Express Warranty. *3-year warranty for parts and 1-year warranty for labour			

AHIC will determine, in its sole discretion:

- (a) the “Product Group” that applies to a particular Product;
- (b) whether the Product is Residential or Commercial; and
- (c) the corresponding Warranty Period that applies to each Product.

Subject to the exceptions set out under the heading “Exclusions” below, if the Product fails to operate during the Warranty Period under normal operating conditions as a result of a defect in materials or workmanship, AHIC will, at AHIC’s option, arrange for an Authorised Service Representative to either:

- repair the Product (or the part of the Product that is defective), using new, used or refurbished replacement parts; or
- replace the Product with a new, used or refurbished equivalent Product; or
- refund the purchase price of the Product to the Purchaser,

(“Remedies”).

Any repair or replacement of a Product that has been approved by AHIC in accordance with this Express Warranty will be performed by an Authorised Service Representative during the hours 8:30am to 5:00pm weekdays excluding public holidays at a time convenient to the Authorised Service Representative.

Any repairs carried out by non-authorised agents during the Warranty Period will void this Express Warranty.

All requests for a warranty claim must be made to AHIC as described in section 7 below. All warranty work must be carried out by an Authorised Service Representative unless prior written permission is given by AHIC management for repairs to be undertaken by an alternate repairer. Similarly, information regarding parts availability or estimated delivery time should only be relied upon if advised by AHIC management or administration directly.

Any discussions with Authorised Service Representatives regarding:

- parts availability or estimated delivery time; or
- what action will be taken by AHIC in relation to a warranty claim,

will not be considered as correspondence with AHIC and should be considered general in nature and not relied upon to make decisions with regard to warranty repairs or taking alternate action regarding a warranty claim.

Subject at all times to the Purchaser’s rights under the Australian Consumer Law, this document represents the only Express Warranty given by AHIC in respect of the Product and no other person or organisation is authorised by AHIC to offer any alternative.

#### 4. EXCLUSIONS

This Express Warranty does NOT cover and expressly excludes:

- a) Products that are purchased second hand or at auction;
- b) replacement Carrier or Toshiba Products provided to a consumer by AHIC or any other third party as a result of a claim under this Express Warranty or the consumer guarantees contained in the Australian Consumer Law;
- c) damage, problems or failure of the Product resulting from improper operation and/or inadequate maintenance by the Purchaser (refer to Purchaser's Responsibilities section below);
- d) use of the Product in locations and situations outside of the Product Purpose (e.g. computer server rooms etc);
- e) Products that are not installed as per factory instructions;
- f) damage to the Product or a defect in or failure of the Product resulting directly or indirectly from any of the following:
  - 1) operation in an environment where climatic comfort of humans is not the primary function of the equipment;
  - 2) improper or faulty installation, including Products that have not been 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;
  - 3) factors external to the Product including, but not limited to, faulty or poor external electrical wiring, incorrect or faulty power supply, voltage fluctuations;
  - 4) over voltage transients or electromagnetic interference, inadequate or faulty water, gas or drainage services with the Product;
  - 5) 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;
  - 6) 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;
  - 7) accident, misuse, abuse or negligence;
  - 8) dirty air filters, air flow obstructions or foreign objects blocking vents and coils; or
  - 9) leaking, damaged or exhausted batteries;
- g) installation in a portable or mobile building, structure or application including, but not limited to, a caravan or boat;
- h) 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;
- i) installations where electrics/electronics may be subjected to moisture/chemicals (e.g. swimming pools or nurseries);
- j) utilisation of Products in an environment (indoor & outdoor) outside its specified operating range;
- k) fair wear and tear to the Product; or
- l) incidental, indirect or consequential loss or damage including loss of or damage to property, injury to, illness or death of, any person in connection with a Product failure.

#### 5. LIMITATIONS

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.

This Express Warranty does not apply to any Product installed at an Installation Site outside Australia.

Except where inconsistent with the Purchaser's statutory rights (including in respect of the Australian Consumer Law) and the rights given by this Express Warranty, 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 installation of the Product or inability to use the Product or any of its parts, or the servicing of the Product, is expressly excluded.

## **6. WARRANTY CLAIMS**

The Purchaser may only obtain the benefit of this Express Warranty if the Purchaser:

- a) notifies AHIC within 30 days of a defect first developing that a claim is being made under this Express Warranty; and
- b) provides, in support of the claim made under this Express Warranty, a Proof of Purchase.

To make a claim under this Express Warranty, please contact AHIC by calling 13 COOL (13 2665) or by post to

AHIC Warranty Department  
First Floor, 154 Wellington Rd  
Clayton VIC 3168.

Claims made after the expiry of the Warranty Period will not be accepted.

## **7. TRAVEL, TRANSPORT & ACCESS COSTS**

The Purchaser must pay the costs (including freight and handling charges, in-transit insurance expenses and traveling costs for Authorised Service Representatives) associated with repairs/replacements of Products that are located 100km or more from the nearest AHIC branch or an Authorised Service Representative.

The Purchaser must pay all costs in respect of:

- 1) making the Product accessible for a Remedy to be provided. For example, restricted access or working at heights;
- 2) providing a safe working environment for an Authorised Service Representative to service, maintain, replace or repair the Product;
- 3) any surcharge applicable in respect of replacement parts outside 8:30am to 5:00pm weekdays and public holidays.

## **8. PURCHASER'S RESPONSIBILITIES**

The Purchase must operate and maintain the Product in accordance with the Operating Instructions, including but not limited to:

- a) ensuring that the Product is adequately maintained (including by carrying out regular and/or preventative maintenance as may be specified in the Operating Instructions and as required by the level of usage and the usage environment, including the use of correct and uncontaminated refrigerants and lubricants;
- b) regularly cleaning the air filter(s) and replacing them where necessary;
- c) replacing expired batteries or other consumables as required;
- d) ensuring that the condensate drain is kept clean and clear of obstructions;
- e) ensuring that outdoor units have unrestricted airflow and adequate clearances; and
- f) ensuring that additional corrosion protection is applied to the Product if it is installed in a corrosive environment, e.g. close to the sea.

## **9. CONSUMER GUARANTEES**

In Australia, 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 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