

# WARRANTY (3 YEARS)

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## Terms and Conditions

- 1 In this Warranty:
  - a) Burn Brite means Ampcontrol Burn Brite Pty Ltd on its own behalf;
  - b) Product means the product identified in the Tax Invoice by the model and/or serial numbers and covered by the Warranty Certificate;
  - c) Customer means the customer of Burn Brite that paid for the Product regardless of whether the Product is bought directly from Burn Brite or from a distributor or agent of Burn Brite;
  - d) Purchase Date means the date on which the Product was purchased from Burn Brite or its agent or distributor;
  - e) Manufacturer means the manufacturer of the Product;
  - f) Warranty Period means the period of years beginning on the expiration of the Manufacturer's Warranty (if any).
- 2 The Warranty is offered by Burn Brite and accepted by the Customer for the Warranty Period on the terms and conditions set out below.
- 3 Subject to the terms of this Warranty, Burn Brite agrees with the Customer who purchases the Product and a Warranty for the Product, to pay for parts and labour for the repair of the Product if a sudden or unforeseen failure of the Product arising from mechanical or electrical fault (Mechanical or Electrical Failure) occurs during the Warranty Period.
- 4 Subject to paragraph 7 and 8 below, Burn Brite may choose to replace the Product if Burn Brite decides (in its sole discretion) not to have a Product repaired following the Mechanical or Electrical Failure of the Product during the Warranty Period.
- 5 If a Product requires repair due to Mechanical or Electrical Failure on more than 3 separate occasions during the Warranty Period then Burn Brite will replace the Product.
- 6 To the fullest extent permitted by law, Burn Brite will have no liability under this Warranty if no Mechanical or Electrical failure has occurred with respect to the Product during the Warranty Period.
- 7 If Burn Brite chooses to replace the Product the replacement product will have similar features to the Product, but does not have to be the same as the Product or have the same Manufacturer as the Product. Due to changes in product technology and availability, the replacement product may have a lower selling price than the selling price of the Product. No refund will be given by Burn Brite in relation to any difference in price between the replacement product and the Product.
- 8 If Burn Brite chooses to replace the Product and Burn Brite cannot find a replacement product with similar features to the product, then Burn Brite may choose to pay the Customer the purchase price that the Customer paid for the Product on the Purchase Date less any costs for the prior repair or service of the Product. The Customer agrees that such payment will constitute fulfilment of this Warranty.
- 9 The Customer agrees that if Burn Brite replaces the Product such replacement will constitute fulfilment of this Warranty and this Warranty will come to an end.
- 10 The maximum amount payable by Burn Brite under the Warranty will not exceed the amount shown on the original receipt for the purchase of the Product (Maximum Warranty Amount).
- 11 To the extent that the repair or replacement of the Product exceeds the Maximum Warranty Amount, the Customer must pay to Burn Brite that portion of the cost of repairs or the cost of the replacement product above the Maximum Warranty Amount. Burn Brite may require this payment (in its sole discretion) before the repairs are conducted, or before the repaired Product is returned to the Customer, or prior to giving the Customer the replacement product.
- 12 The Customer acknowledges that the Warranty:
  - a) is not an insurance policy and that Burn Brite are not insurers;
  - b) applies in addition to any insurance the Customer takes out;
  - c) applies in addition to any existing warranty included with the Product;
  - d) applies in addition to the Manufacturer's warranty and
  - e) applies only to the Product purchased on the Purchase Date identified in the Tax Invoice and does not apply to any other product purchased from Burn Brite (including another product of the same model).
- 13 The Warranty applies only in relation to the one Product. A separate Warranty must be purchased for each individual Product purchased.
- 14 To make a claim under this Warranty, the Customer must retain the Product and the original receipt for the purchase of the Warranty in relation to the Product. The claim must be made within the applicable Warranty Period.
- 15 Maximum product warranty including manufacturer's warranty is 3 years.
- 16 To the fullest extent permitted by law, Burn Brite is not required to repair or replace the Product and will have no other liability in respect of the Product in any of the following circumstances:

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- a) any fault, accident, abuse, misuse, damage or deterioration caused by use, storage, transportation or maintenance of the Product or parts of the product after the product has been purchased, which is not in accordance with the instructions, recommendations, requirements or directions of the Manufacturer or of Burn Brite;
- b) the Product has been serviced by or repaired by or interfered with by anyone other than Burn Brite;
- c) the fault, damage or deterioration is caused by a failure to conduct normal maintenance of the Product;
- d) the part of the Product that requires repair or replacement is not supplied with a warranty from the Manufacturer or the Manufacturer's warranty is for a period of or less than 12 months;
- e) the part of the Product that requires repair or replacement is excluded from the Manufacturer's warranty;
- f) the fault or defect to the Product or part of the Product is covered by the Manufacturer or distributor for the Product (whether or not through the process of a product recall);
- g) the serial number of the Product having been defaced, modified or removed;
- h) the Mechanical or Electrical Failure is due to:
- negligence, accidental or deliberate misuse or unauthorised alterations;
  - abnormal wear and tear including any exclusions outlined by the Manufacturer regarding excessive domestic use or commercial use;
  - accidental damage;
  - rust or corrosion;
  - water damage to the Product;
  - external sources including but not limited to electrical interference, power surges or voltage fluctuations or
  - infestations of vermin, pests or insects;
- i) any part of the Product that is a consumable including but not limited to batteries, fuses, filters, bags, bulbs or lamps,
- j) the Product or an Warranty in relation to the Product was not purchased by the Customer from Burn Brite or
- k) the Product is sold, leased, licensed or otherwise disposed of by the original Customer.
- 17 Other than as expressly set out in this Warranty and to the fullest extent permitted by law:
- any condition, right, remedy, representation, warranty, condition or undertaking that would be implied in this product warranty by legislation, common law, equity, trade, custom or usage is excluded, restricted or modified by this Warranty; and
  - Burn Brite will not be liable to the Customer or any other person in respect of any loss, injury or damage (including loss of profits or anticipated profits, economic loss, loss of business opportunity, loss or damage resulting from waste management time or any special incidental indirect or other consequential loss or damage and whether due to negligence, deliberate conduct or any other cause and whether arising in contract, in tort, under statute or in any other way) which may be suffered or incurred directly or indirectly as a result of or in any way connected with the Product or the use of the Product.
- 18 The rights set out in this Warranty are in addition to any rights which the Customer may have at Law.
- 19 The Product comes 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.

For further information or to make a claim, contact -

<p><b>Burn Brite</b> 1/100 New Street Ringwood VIC 3134 Telephone: +61 3 8870 5500 Fax: +61 3 9720 3071</p>
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