FOR SALES IN AUSTRALIA AND NEW ZEALAND KELVINATOR WINDOW/WALL AIR CONDITIONER

This document sets out the terms and conditions of the product warranties for Kelvinator Appliances. It is an important document. Please keep it with your proof of purchase documents in a safe place for future reference should there be a manufacturing defect in your Appliance. This warranty is in addition to other rights you may have under the Australian Consumer Law.

1. In this warranty:

- (a) 'ACL' or 'Australian Consumer Law' means Schedule 2 to the Competition and Consumer Act 2010;
- (b) 'Appliance' means any Electrolux product purchased by you and accompanied by this document;
- (c) 'ASC' means Electrolux's authorised serviced centres;
- (d) 'Kelvinator' is the brand controlled by Electrolux Home Products Pty Ltd of 163 O'Riordan Street, Mascot NSW 2020, ABN 51 004 762 341 in respect of Appliances purchased in Australia and Electrolux (NZ) Limited (collectively "Electrolux") of 3-5 Niall Burgess Road, Mount Wellington, in respect of Appliances purchased in New Zealand;
- (e) 'Warranty Condition' means:
 - evidence by the customer that the Appliance was installed in accordance with Electrolux installation guidelines as set out in the installation manual;
 - (ii) the Appliance rating is correct for the size and thermal characteristics of the room;
 - (iii) the Appliance has been regularly maintained in accordance with Electrolux guidelines as set out in the user manual;
 - (iv) the Appliance is designed for providing human comfort and should be used under ambient conditions as set out in the product specifications and general air quality conditions.
- (f) 'Warranty Period' means the period specified in clause 3 of this warranty;
- (g) 'you' means the purchaser of the Appliance not having purchased the Appliance for re-sale, and 'your' has a corresponding meaning.
- 2. Application: This warranty only applies to new Appliances, purchased and used in Australia or New Zealand and is in addition to (and does not exclude, restrict, or modify in any way) other rights and remedies under a law to which the Appliances or services relate, including any non-excludable statutory guarantees in Australia and New Zealand.
- 3. Warranty Period: Subject to these terms and conditions, this warranty continues for in Australia for a period of 60 months and in New Zealand for a period of 60 months, following the date of original purchase of the Appliance.
- 4. Repair or replace warranty: During the Warranty Period, Electrolux or its ASC will, at no extra charge if your Appliance is readily accessible for service, without special equipment and subject to these terms and conditions, repair or replace any parts which it considers to be defective. Electrolux may, in its absolute discretion, choose whether the remedy offered for a valid warranty claim is repair or replacement. Electrolux or its ASC may use refurbished parts to repair your Appliance. You agree that any replaced Appliances or parts become the property of Electrolux.
- 5. Travel and transportation costs: Subject to clause 7, Electrolux will bear the reasonable cost of transportation, travel and delivery of the Appliance to and from Electrolux or its ASC. Travel and transportation will be arranged by Electrolux as part of any valid warranty claim.
- Proof of purchase is required before you can make a claim under this warranty.
- 7. Exclusions: You may not make a claim under this warranty unless the

defect claimed is due to faulty or defective parts or workmanship. This warranty does not cover:

- (a) light globes, batteries, filters or similar perishable parts;
- (b) parts and Appliances not supplied by Electrolux;
- (c) cosmetic damage which does not affect the operation of the Appliance;
- (d) damage to the Appliance caused by: (i) negligence or accident;
 - (ii) misuse or abuse, including failure to properly maintain or service;
 - (iii) improper, negligent or faulty servicing or repair works done by anyone other than an Electrolux authorised repairer or ASC;
 - (iv) normal wear and tear;
 - (v) power surges, electrical storm damage or incorrect power supply;
 - (vi) incomplete or improper installation;
 - (vii) incorrect, improper or inappropriate operation;
 - (viii) insect or vermin infestation;
 - (ix) failure to comply with any additional instructions supplied with the Appliance; and
 - (x) a breach of the Warranty Conditions.

In addition, Electrolux is not liable under this warranty if:

- (a) the Appliance has been, or Electrolux reasonably believes that the Appliance has been, used for purposes other than those for which the Appliance was intended, including where the Appliance has been used for any non-domestic purpose;
- (b) the Appliance is modified without authority from Electrolux in writing;
- (c) the Appliance's serial number or warranty seal has been removed or defaced.
- **8. How to claim under this warranty:** To enquire about claiming under this warranty, please follow these steps:
 - (a) carefully check the operating instructions, user manual and the terms of this warranty;
 - (b) have the model and serial number of the Appliance available;
 - (c) have the proof of purchase (e.g. an invoice) available;
 - (d) telephone the numbers shown below.
- 9. Australia: For Appliances and services provided by Electrolux in Australia: Electrolux 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 Appliance repaired or replaced if the Appliance fails to be of acceptable quality and the failure does not amount to a major failure. 'Acceptable quality' and 'major failure' have the same meaning as referred to in the ACL.
- 10. New Zealand: For Appliances and services provided by Electrolux in New Zealand, the Appliances come with a guarantee by Electrolux pursuant to the provisions of the Consumer Guarantees Act, the Sale of Goods Act and the Fair Trading Act. Where the Appliance was purchased in New Zealand for commercial purposes the Consumer Guarantee Act does not apply.
- 11. Confidentiality: You accept that if you make a warranty claim, Electrolux and its agents including ASC may exchange information in relation to you to enable Electrolux to meet its obligations under this warranty.

Important Notice

Before calling for service, please ensure that the steps listed in clause 8 above have been followed.

FOR SERVICE AUSTRALIA FOR SPARE PARTS or to find the address of your nearest or to find the address of your nearest **ELECTROLUX HOME PRODUCTS** authorised service centre in Australia spare parts centre in Australia 163 O'Riordan Street, Mascot NSW 2020 **PLEASE CALL 13 13 49** PLEASE CALL 13 13 50 electrolux.com.au For the cost of a local call (Australia only) For the cost of a local call (Australia only) FOR SERVICE **NEW ZEALAND** FOR SPARE PARTS or to find the address of your nearest or to find the address of your nearest ELECTROLUX (NZ) Limited authorised service centre in New Zealand spare parts centre in New Zealand 3-5 Niall Burgess Road, Mount Wellington PLEASE CALL 0800 10 66 10 PLEASE CALL 0800 10 66 20 electrolux.co.nz (New Zealand only) (New Zealand only)