

# WARRANTY INFORMATION

## WARRANTY TERMS & CONDITIONS COOKING APPLIANCES (BUILT-IN OVENS, COOKTOPS)

This document sets out the terms and conditions of the product warranties for Residentia Group Appliances. It is an important document. Please keep it with your proof of purchase documents in a safe place for future reference should you require service for your Appliance.

### 1. IN THIS WARRANTY

- (a) 'acceptable quality' as referred to in clause 10 of this warranty has the same meaning referred to in the ACL;
  - (b) 'ACL' means Trade Practices Amendment (Australian Consumer Law) Act (No.2) 2010;
  - (c) 'Appliance' means any Residentia Group product purchased by you accompanied by this document;
  - (d) 'ASR' means Residentia Group authorised service representative;
  - (e) 'Residentia Group' means Residentia Group Pty Ltd of 20 Yaltara Avenue, Bundoora Victoria 3083, ACN 600 546 656 in respect of Appliances purchased in Australia;
  - (f) 'major failure' as referred to in clause 10 of this warranty has the same meaning referred to in the ACL and includes a situation when an Appliance cannot be repaired or it is uneconomic for Residentia Group, at its discretion, to repair an Appliance during the Warranty Period;
  - (g) 'Warranty Period' means:
    - (i) where the Appliance is used for personal, domestic or household use (i.e. normal single family use) as set out in the instruction manual, the Appliance is warranted against manufacturing defects for 24 months, following the date of original purchase of the Appliance;
  - (h) 'you' means the purchaser of the Appliance not having purchased the Appliance for re-sale, and 'your' has a corresponding meaning.
2. This warranty only applies to Appliances purchased and used in Australia and is in addition to (and does not exclude, restrict, or modify in any way) any non-excludable statutory warranties in Australia.
  3. During the Warranty Period Residentia Group or its ASR 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. Residentia Group or its ASR may use remanufactured parts to repair your Appliance. You agree that any replaced Appliances or parts become the property of Residentia Group. This warranty does not apply to light globes, batteries, filters or similar perishable parts.
  4. Parts and Appliances not supplied by Residentia Group are not covered by this warranty.

5. You will bear the cost of transportation, travel and delivery of the Appliance to and from Residentia Group or its ASR. If you reside outside of the service area, you will bear the cost of:
  - (a) travel of an authorised representative;
  - (b) transportation and delivery of the Appliance to and from Residentia Group or its ASR, in all instances, unless the Appliance is transported by Residentia Group or its ASR, the Appliance is transported at the owner's cost and risk while in transit to and from Residentia Group or its ASR.
6. Proof of purchase is required before you can make a claim under this warranty.
7. You may not make a claim under this warranty unless the defect claimed is due to faulty or defective parts or workmanship. Residentia Group is not liable in the following situations (which are not exhaustive):
  - (a) the Appliance is damaged by:
    - (i) accident
    - (ii) misuse or abuse, including failure to properly maintain or service
    - (iii) normal wear and tear
    - (iv) power surges, electrical storm damage or incorrect power supply
    - (v) incomplete or improper installation
    - (vi) incorrect, improper or inappropriate operation
    - (vii) insect or vermin infestation
    - (viii) failure to comply with any additional instructions supplied with the Appliance;
  - (b) the Appliance is modified without authority from Residentia Group in writing;
  - (c) the Appliance's serial number or warranty seal has been removed or defaced;
  - (d) the Appliance was serviced or repaired by anyone other than Residentia Group, an authorised repairer or ASR.
8. This warranty, the contract to which it relates and the relationship between you and Residentia Group are governed by the law applicable where the Appliance was purchased.
9. To the extent permitted by law, Residentia Group excludes all warranties and liabilities (other than as contained in this document) including liability for any loss or damage whether direct or indirect arising from your purchase, use or non use of the Appliance.

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- 10.** For Appliances and services provided by Residentia Group in Australia, the Appliances come with a guarantee by Residentia Group 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. The benefits to you given by this warranty are in addition to your other rights and remedies under a law in relation to the Appliances or services to which the warranty relates.
- 11.** At all times during the Warranty Period, Residentia Group shall, at its discretion, determine whether repair, replacement or refund will apply if an Appliance has a valid warranty claim applicable to it.
- 12.** 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.
- 13.** You accept that if you make a warranty claim, Residentia Group and its ASR may exchange information in relation to you to enable Residentia Group to meet its obligations under this warranty.

**IMPORTANT**

Before calling for service, please ensure that the steps in point 12 have been followed.

*Telephone contacts*

- ▶ Service: Please call 1300 11 HELP (4357)
- ▶ Spare Parts: Please call 1300 11 SPARE (7277)

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**The Australian Consumer Law requires the inclusion of the following statement with this warranty:**

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.

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