MANUFACTURER'S WARRANTY AGAINST DEFECTS

Manufacturer's details

This manufacturer's warranty against defects is given by Airstream Components Pty Ltd ACN 146 196 778 ("**us**," "**we**," "**our**").

Our contact details are as follows.

Business address: 9 Geelong Court, Bibra Lake WA 6163
Telephone: (08) 9418 6631
Email: info@izone.com.au

What products are covered by this warranty?

This warranty applies to all new products manufactured by us ("**Products**"), and sold by us or our authorised distributors, resellers or dealers, unless expressly excluded by us.

To whom is this warranty given?

This warranty is given to the original purchaser of the Products ("**you**," "**your**").

You may only transfer or assign the benefit of this warranty with our prior written consent. This warranty is otherwise non-transferrable.

We may transfer or assign our rights and/or obligations under this warranty at our sole discretion.

Application and warranty period

Subject to any separate warranty given by us with respect to commercial projects, we warrant that our Products shall be free from all operational defects due to faulty design, materials and/or workmanship for a period of two (2) years from the date of purchase.

You may receive an extended warranty if you properly register the Product by completing, and providing to us, the registration form supplied in Product user manual or by downloading a copy of the registration form from our website. If you have properly registered the Product, we warrant that the Product shall be free from all operational defects due to faulty design, materials and/or workmanship for a period of eight (8) years from the date of purchase.

Registration must be completed within sixty (60) days of the date of purchase.

All invoices must be paid in full before any warranty claims can be accepted by us and all warranty claims must be made within the Warranty Period.

No extension to warranty period

Repairs and/or replacements carried out under this warranty will not extend the warranty period, nor will they result in the warranty period being restarted, nor a new warranty period being initiated.

The warranty period for any replacement parts or new Products installed will end upon the expiration of the initial warranty period.

Our obligations under this warranty

At our election, and subject to the terms of this warranty, we will either repair or replace the Products, if:

1. we consider that the Products have a defect caused by faulty design, materials, or workmanship; and
2. you make a claim under this warranty within the warranty period, and in the manner set out herein.

We reserve the right to charge a service fee to inspect any Products that are the subject of a claim under this warranty. If we, or our authorised representative, inspect the Product and determine the Product to be defective, then we may, at our discretion, waive or refund the service fee (or a portion thereof).

What is covered under this warranty?

This warranty covers Product defects directly resulting from faulty design, materials and/or workmanship.

What is expressly excluded from this warranty?

For the purposes of this warranty, we will not be obliged to repair and/or replace any Products as a result of defects attributable to damage caused by:

1. fair wear and tear (i.e. wear and tear attributable to ordinary, regular use of the Products);
2. misuse, abuse, impact, neglect or accidents;
3. modifications, alterations or repairs made by any person other than us or our authorised representatives;
4. exposure to chemicals;
5. excessive exposure to steam, moisture, heat or other climatic conditions, including, without limitation, corrosive environments;
6. electrical power surges or electrical brownouts;
7. insects or animals;
8. natural events or disasters, including, without limitation, fire, high winds, rain, hail and/or storms;
9. failure to follow any instructions or procedures with respect to measurement, installation, operation, or adjustment of the Products;
10. misapplication of the Products or incorrect designed airconditioning or electrical systems; and
11. inadequate or improper cleaning and/or maintenance of the Products specified or recommended by us.

To the extent permitted by law, this warranty expressly excludes:

1. the costs of uninstallation and removal of the defective Products;
2. the costs of re-installing the repaired or replaced Products;
3. all freight, shipping, handling and other charges associated with the return of the defective Products or the delivery of the repaired or replaced Products;
4. third party goods; and
5. damage to personal property, including without limitation, furniture, carpets, walls, ceilings, foundations, vehicles or any other consequential or indirect loss suffered either directly or indirectly as a result of defect or malfunction of the Products, including, without limitation, loss of profits, loss of revenue, loss of any contract value, loss anticipated profits or damages for lost opportunity, whether under contract, in tort, pursuant to statute or otherwise.

How to make a claim under this warranty

To make a claim under this warranty you must within seven (7) days of the discovery of the defect (and, in any event, before the expiry of the warranty period) complete and send to us or our distributor/agent the warranty claim form, which may be downloaded from our website, accompanied by proof of purchase documentation (and all other information reasonably requested by us to assess your warranty claim).

Upon receipt of your warranty claim form and proof of purchase documentation, we will contact you to determine the extent of the defect.

If there is a defect with the Product that is covered by this warranty, then we or our distributor/agent will at our/their sole option:

1. require you, at your sole cost and expense, to have the defective Product, or defective component part, delivered to us or our distributor/agent; or
2. provided the site where the Product is located is located in the Perth metropolitan area, send a service technician to effect repairs to or replacement of the Product, save that the reasonable travel expenses (including travelling time) of the technician must be paid by the Customer.

You shall be responsible for all freight and other charges incurred in the return of a defective Product, or any defective component parts of a Product, to us or our distributor/agent for inspection or repair. You shall also be responsible for all freight and other charges incurred in the return of the Product, or any new components, from us or our distributor/agent to you and we reserve the right to require payment of such charges prior to dispatching the Product or components.

In order to complete repairs or replacement of a Product in accordance with the immediately preceding paragraph, we require safe and ready access to the site and each Product including, where required, via scaffolding and access panels. If we or our agent considers access to the site or Product to be unsafe or not readily available, we or our agent will not commence, or will cease all work to repair or replace the Product. All costs incurred in the obtaining of safe and ready access to the site and Product shall be payable by you.

Any services requested by you outside of the scope of this warranty will be charged to in accordance with the following schedule of charges ("**Charges**"):

Description	Charge
Call out fee (inclusive of the first hour on site)	$165.00 (plus GST)
Hourly labour rate (applicable after the first hour on site)	$100.00 (plus GST)

The Charges are subject to variation by us from time to time.

Replacement parts shall be charged in accordance with our prevailing price list as at the date of supply.

We will replace, or conduct repairs to, a Product as soon as practicable but will not be liable for any loss or damage caused by any delay. During transit, Products shall be at your sole risk.

This warranty is in addition to other legal rights you may have under the Australian Consumer Law

The following section only applies if you are considered to be a 'consumer' for the purposes of the Australian Consumer Law, as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

1. to cancel your service contract with us; and
2. to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or services.