

## SMART-HEATING WARRANTY CONDITIONS

Bromic Pty Limited ('Bromic') warrants to the original purchaser ('the Purchaser') of products supplied by Bromic Heating ('the Goods') that the Goods will be free from defects and/or faults in materials and/or workmanship for Twelve (12) months from the date of Bromic invoice.

Subject to the following conditions of this Warranty, if a defect and/or fault in materials and/or workmanship are found during the warranty period, Bromic will replace or repair the Goods (at its option) without charge.

1. The Goods must have originated from Bromic and must be able to be identified by Bromic personnel as a Bromic Heating product.
2. The original invoice details, including serial number where applicable, MUST be provided to Bromic at the time that any claim is made pursuant to the terms of the Warranty.
3. Any claim made pursuant to the terms of the Warranty must be made within a reasonable time of the discovery of any potential fault or defect.
4. Acceptance of a claim under this Warranty is subject to an assessment of the Goods by Bromic, or its authorised agent, to determine the cause of the defect prior to Bromic's authorisation for repairs to be carried out.
5. Repairs to the Goods must not have been attempted by any person other than an authorised service agent. Repairs attempted by a non-authorised agent will void the warranty.
6. Where Goods are located or are to be located in premises where the induction of service or installation personnel is required, any costs for such induction of service or installation agents to gain access to sites is for the account of the customer and not for Bromic.
7. The requirement for repair or replacement of the Goods must not be due to misuse, neglect, accident, improper installation, unauthorised modification or other abuse which in the reasonable opinion of Bromic was occasioned by the purchaser or any agent or employee of the purchaser.
8. Repair or supply of a substitute will not extend or renew the warranty period.
9. Bromic will warrant that any spare parts it provides will be free from defects and/or faults in materials and/or workmanship for a period of 3 months from the date of purchase provided that these spare parts have been installed by a Bromic authorised service agent.
10. Bromic will either undertake the repair or nominate a repair agent authorised by Bromic.
11. Bromic's repair warranty is restricted to normal business hours on Monday to Friday and excluding public holidays and weekends.
12. Where Bromic elects to replace rather than repair the Goods and no identical replacement is available for the Goods being replaced, Bromic may replace the Goods with Goods of a similar standard and design then available from its range.
13. Bromic is not liable for the costs of the authorised service agents other than standard labour costs during normal working hours.
14. Bromic is not liable for travelling time in excess of 50 kilometres from an authorised service agent or 1 hour from the authorised service agent, whichever is the lesser.
15. Bromic is not responsible for any costs involved in gaining access to Goods for the purposes of repairs, checks or modifications.
16. Bromic's warranty does not extend to any damage or induced Goods' failures resulting from an installation that was undertaken outside the direct control of Bromic or its authorised service/installation agents.
17. Bromic is not liable, and will not authorise repairs pursuant to a claim under this Warranty, for Goods which have been modified for rental purposes. (All Goods are designed to be operated indoors in a permanent

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location. Movement of goods after installation should be restricted to whatever is required for routine cleaning and maintenance only).

18. Bromic will not be responsible or liable for damage or loss caused during transport and/or testing of the Goods and will not be liable for the cost of transport or testing of the Goods.
19. Bromic does not warrant the Goods where the Goods were installed and/or used in conjunction with goods of a supplier other than Bromic ('the other goods') in such a way as to exceed the capacity and/or performance capabilities of the Goods or the other goods and denies all liability for any damage whatsoever suffered by any person arising from such use.
20. Bromic shall not be liable for any indirect or consequential loss, loss of profit or any other economic loss as a result of any actual or alleged failure of the Goods.
21. The obligation of Bromic in relation to the warranty, provided for in the previous paragraphs, is not valid in the following cases:
  - a. Installation does not conform to the instructions given in the Use and Maintenance handbook;
  - b. Installation in places other than the original place (disassembly and reassembly in another place);
  - c. Carelessness, negligence or inability in use or use other than that for which the product is designed and/or dimensioned; or
  - d. Modifications or tampering with the product.
23. Bromic is not liable for, and will not authorise repairs pursuant to a claim under this Warranty for:
  - a. Breakage of ceramic medium, burner tiles or plastic components of the Goods;
  - b. Replacement of burners, controls or components which have been damaged by exposure to spillage;
  - c. Damage or failure of Goods as a consequence of not removing packaging and transport materials before use;
  - d. Parts subject to wear and tear including but not limited to fuses, batteries, handles, locks, hinges, hoses;
  - e. Goods which have not been installed in accordance with Bromic's and/or the manufacturer's specification;
  - f. Extraordinary and unforeseeable events (voltage surges, irregular electric power supply, natural events and disaster. riots etc.);
  - g. Repairs or replacement of Goods not bearing original serial numbers (where applicable) or compliance plates;
  - h. Rust and/or discoloration due to heat or exposure to corrosive environments;
  - i. Damage caused to Goods due to improper use of cleaning agents, detergents, bleaches or other chemical additives or agents of a corrosive nature;
  - j. Breakage, either intentional or unintentional, to any part of the Goods;
  - k. Any damage arising from any modification of the Goods that has taken place without prior authorisation from Bromic;
  - l. Any use of the Goods for any reason other than its originally specified purpose;
  - m. Installation of Goods in places other than the original place (disassembly and reassembly in another place);
  - n. Carelessness, negligence or use other than that for which the Goods are designed;
  - o. Goods not performing correctly as a result of Goods being used in an environment whereby the ambient temperature and relative humidity are outside the operating parameters specified for those particular goods;
  - p. Modifications or tampering with the Goods; or
  - q. Failure of the Goods due to:
    - i. Incorrect installation of gas supply;
    - ii. Insufficient regular maintenance (of the type specified by the relevant manufacturer) of components including but not limited to injectors (every three months & more frequently if required), burners etc.;
    - iii. Insufficient and/or irregular cleaning of the injectors (every three months & more frequently if required);
  - iv. Failure to provide adequate ventilation for the Goods as specified by the manufacturer; or
  - v. Fair wear and tear of the Goods;
24. Please contact Bromic as soon as possible after discovery of a potential defect and/or fault with the Goods to arrange for it to be tested and/or serviced.
25. All warranty enquiries and/or claims should be directed to Bromic's Head Office via its postal address - PO Box 6062 Silverwater NSW 1811 or by telephoning 1300 276 642 (within Australia) or sending a fax to +61 2 9748 4289.

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26. The manufacturer is not responsible for assuring compliance with jurisdictional codes and regulations governing sales, construction, installation and/or use of the heating products and cannot be responsible for how the product is installed or used. Before purchase and use of the product, it is the responsibility of the owner to review the product application and all applicable national and local codes and regulations governing the installation and use of such heating products and to seek advice from relevant technical persons.
27. In addition to the above, all of Bromic's other general terms and conditions of trade apply, save for those which are inconsistent with the terms of this warranty. These general terms and conditions of trade can be obtained on request from Bromic.
28. In addition to the Warranty extended by Bromic to the Purchaser, the Australian Consumer Law requires that Bromic provide the following additional guarantees to consumers (as that word is defined by the Competition and Consumer Act) in respect of consumer goods (as defined by that Act ) supplied 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 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.

For more information visit our website at [www.bromicheating.com](http://www.bromicheating.com) or call 1300 276 642.  
Head Office: PO Box 6062 Silverwater, Sydney, NSW 1811 Australia.

## Warranty registration procedure

Any claim under this warranty should be initiated with the dealer/retailer who sold the Goods, or with any other dealer handling Bromic's products.

To register your product please fill out the registration form at <http://www.bromicheating.com/warranty> Please ensure you have the following information during this process;

Serial Number of Heater: \_\_\_\_\_

Gas Pressure: \_\_\_\_\_ kPa (Please enter digit(s) and circle the unit of measure)

Gas Type: LPG or Natural Gas (Please circle applicable fuel source)