

# REFRIGERATION WARRANTY

Bromic Pty Limited ('Bromic') warrants to the original purchaser (the Purchaser) of the following commercial products supplied by Bromic Refrigeration ('the Goods') that the Goods will be free from defects and/or faults in materials and/or workmanship for the following periods from the date of invoice ('the Warranty Period'):

- For Ice Machines - Twenty four (24) months for materials and twelve (12) months for workmanship;
- For Matrix Cool room Panels - Five (5) years for materials and, where Bromic has been responsible for installation, twelve (12) months for workmanship;
- For Zanotti refrigeration systems - Twelve (12) months for parts only. Parts will only be distributed to a licensed refrigeration technician after analysis of the fault by Bromic. Compressors are required to be paid for before dispatch. A full refund will be provided upon return of the original compressor compliance plate.
- Bromic spare parts — three (3 months) provided that the parts have been installed by a Bromic authorised service agent.
- For all other Bromic refrigeration products - Twelve (12) months for materials and workmanship.

Subject to the following conditions of this Warranty, if a defect and/or fault in parts and/or workmanship is 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 Refrigeration product.
2. The original invoice details, including serial number, 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 (7 days).
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 fault or defect prior to Bromic's authorisation for repairs to be carried out.
5. Bromic's warranty does not extend to any damage to the Goods or failure of the Goods resulting from an installation that was undertaken outside the direct control of Bromic or of its authorised service/installation agents.
6. Bromic will not be responsible for any costs involved in gaining access to Goods for the purposes of repairs, checks or modifications. Any expense associated with obtaining reasonable access to the Goods including, for example, any modification of cabinetry, relocation of furniture, modifications to building structure(s) such as the removal of doors and glass panels etc, is the responsibility of the Purchaser.
7. 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 Purchaser and not for Bromic.
8. Bromic is not liable for, and will not authorise repairs pursuant to a claim under this Warranty for
  - Breakage of glass or plastic components of the Goods;
  - Replacement of lights, fluorescent tubes, gaskets or components which have been damaged by exposure to spillage;
  - Damage or failure of the Goods as a consequence of not removing packaging and transport materials before use;
  - Parts subject to wear and tear including but not limited to filters, oil, fuses, lamps, batteries, handles, locks, hinges;
  - Goods which have not been installed in accordance with Bromic's and/or the manufacturers specifications;
  - Extraordinary and unforeseeable events (voltage surges, irregular electric power supply, natural events and disaster, riots etc);
  - Repairs or replacement of Goods not bearing original serial numbers or compliance plates;
  - Damage caused to Goods due to improper use of cleaning agents, detergents, bleaches or other chemical additives or agents of a corrosive nature;
  - Any damage arising from any modification of the Goods that has taken place without prior authorisation from Bromic;
  - Any use of the Goods for any reason other than its originally specified purpose;
  - Goods which are moved or repositioned whilst loaded with any stored products. Such products must be removed prior to movement. (All units are stationary units and not designed for regular movement on casters or legs);
  - Installation of Goods in places other than the original place (disassembly and reassembly in another place);

- Carelessness, negligence or use other than that for which the Goods are designed;
  - 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;
  - Unauthorised modifications to or tampering with the Goods;
- Compressor failure due to:
    - » Insufficient regular maintenance (of the type specified by the relevant manufacturer) of components including but not limited to condensers, filters etc.;
    - » Insufficient and/or irregular cleaning of the condenser (fortnightly & more frequently if required);
    - » Failure to provide adequate ventilation for goods as specified by the manufacturer;
    - » Fair wear and tear of the Goods; or
    - » Operation of the Goods in environments outside the ambient temperature and/or relative humidity range specified for the Goods.
9. Bromic will either undertake the repair or nominate a repair agent authorised by Bromic.
  10. 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.
  11. Repair or supply of a substitute will not extend or renew the warranty period.
  12. Bromic's repair warranty is restricted to normal business hours on Monday to Friday and excluding public holidays and weekends.
  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 shall not be liable for any indirect or consequential loss, loss of profit or any other economic loss including without limitation product losses.
  16. 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.
  17. Bromic is not liable for, and will not authorise repairs pursuant to a claim under this Warranty for Goods which are used in a mobile application. (All Goods are designed to be operated indoors in a permanent 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. 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.
  21. The obligation of Bromic in relation to the warranty, provided for in the previous paragraphs, is not valid in the following cases:
    - Installation does not conform to the instructions given in the Use and Maintenance handbook;
    - Installation in places other than the original place (disassembly and reassembly in another place);
    - Carelessness, negligence or inability in use or use other than that for which the product is designed and/or dimensioned;
    - Modifications or tampering with the product
  22. Bromic reserves the right to invoice a customer directly for a service call, plus parts and labour, for a service that was deemed by the licensed refrigeration technician not to be connected to a warranty issue. The invoice is required to be paid within 14 days of the invoice date
  23. 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.
  24. 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.

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.

To register your product please fill out the registration form online at <http://www.bromic.com.au/warranty>

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