

WARRANTY

Hobart Food Equipment, a division of ITW Australia Pty Ltd (**Hobart**) warrants new HOBART products (including service, labour and parts) against defects in material and workmanship for a period of one (1) year from the date of purchase of the relevant product by the customer. If a defect in material or workmanship becomes evident during that period, Hobart will (at its option) either:

- (a) in the case of products or parts, replace the relevant product or part or pay for the cost of replacing the relevant product or part; or
- (b) in the case of services, supply the services again or pay for the cost of having the services supplied again.

In the event of any such defect, the customer should contact Hobart to arrange a time for a representative of Hobart to attend the relevant site at which the product is installed and inspect the product, or in the case of a defective part, deliver the defective part to Hobart. Any handling and transportation costs (and other expenses incurred in claiming under this warranty) are not covered by this warranty and will not be borne by Hobart.

Hobart's obligation under this warranty is limited to the circumstances set out above and is subject to:

- (a) the customer being able to evidence the acquisition of the product and the defect in the product or part (as the case may be);
- (b) the customer giving notice to Hobart of any defect subject to this warranty within a reasonable timeframe upon discovery of the defect by the customer;
- (c) the customer being able to prove, to Hobart's reasonable satisfaction, that the defect in the product arose under proper and normal conditions of use and maintenance of the product by the customer; and
- (e) the product having been installed in an environment recommended by Hobart as suitable for the product.

This warranty does not cover any defective products, or parts thereof, where the defect is caused by accident, alteration, misuse, abuse, ordinary wear and tear or neglect or by the installation or operation of the products other than in accordance with Hobart's recommended procedures.

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 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. The benefits given by this warranty are in addition to other rights and remedies which may be available to the customer under any law in relation to goods or services to which this warranty relates.

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