WARRANTY POLICY & PROCEDURE

10. Warranty Policy & Procedure

10.1 Stoddart is committed to providing a comprehensive and fair warranty for all of its equipment. The warranty incorporates a commercial manufacturers warranty, together with the consumer warranty provisions of The Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010 (Commonwealth)*.

11. Commercial Warranty

11.1 Stoddart warrants to the original purchaser ("**Customer**") of equipment manufactured or distributed by Stoddart that for 12 months from the date of installation of the equipment by Customer (the "**Warranty Period**"), any defect in workmanship or material will, subject to clauses 11.2 and 13, be:

a) Repaired without charge; or
b) In respect of any **Major Failure** which cannot be repaired, replaced or the purchase money refunded.

11.2 Stoddart will not be liable for any associated loss, damage or compensation claim resulting from any defect in workmanship or material, and such liability is expressly excluded from the operation of clause 11.1.

12. Consumer Warranty

12.1 Subject to clause 13, equipment supplied by Stoddart to Customer for personal, domestic or household use or consumption comes with guarantees that cannot be excluded under the Australian Consumer Law. Customer is entitled to a replacement or refund for a **Major Failure** and compensation for any other reasonably foreseeable loss or damage. Customer is entitled to have the equipment repaired, or replaced if the equipment fails to be of an **Acceptable Quality** and that failure does not amount to a Major Failure.

13. Warranty Clarification

13.1 Customer acknowledges and agrees:

(i) A **Major Failure** occurs when the equipment suffers repeated and/or unexpected failure that cannot be repaired to Stoddart's satisfaction (acting reasonably) or which Stoddart considers (acting reasonably) renders the equipment unsafe or inoperable;

(ii) Stoddart can only warrant the equipment will be of an **Acceptable Quality** when Customer uses the equipment in accordance with Stoddart's manufacturer's instructions or user manual ("**Instructions**"). Acceptable Quality does not imply a lifetime guarantee for the equipment;

(iii) Certain components have a finite expected life, especially in a commercial or high-use environment. For example components such as refrigeration compressors, elements, thermostats/simmerstats, switches, fans, and temperature controllers can be expected to last up to 12 months when used in accordance with the instructions;

(iv) In a commercial environment, components such as lamps, light bulbs, fluorescent tubes, glass, silicone seals, gaskets and plastic components will require regular replacement. This is not covered by warranty and is at Customer's cost;

(v) The life of equipment may be adversely affected by misuse, neglect, unauthorised alteration, incorrect installation, power surges, accident, use of inappropriate chemicals, flooding, and acts of God;

(vi) Proper maintenance and cleaning of equipment in accordance with the Instructions is essential to the equipment's effective operation;

(vii) On site warranty services are limited to sites within 50km from the nearest Stoddart authorised service agent and service agent's reasonable travel costs must be paid by Customer prior to the commencement of the repairs;

(viii) Additional labour costs will apply for service outside standard business hours of 8.00am to 4:30pm, Monday to Friday and on public holidays;

(ix) Stoddart cannot guarantee the performance of equipment made specifically to Customer's design or specifications. Stoddart will, where reasonably possible, draw any issues arising from Customer's design or specifications to Customer's attention during the commissioning and/or manufacturing process; and

WARRANTY POLICY & PROCEDURE

Warranty Clarification continued

(x) Customer must pay additional costs incurred by Stoddart as a result of Customer failing to provide suitable access to the equipment for inspection and service.

13.2 Stoddart's warranty liability under clauses 10 and 11 of these Terms exclude or do not cover:

a) The matters acknowledged by Customer in clause 13.1;
b) Situations where Stoddart is not satisfied (acting reasonably) the equipment or any part of the equipment has been used in accordance with the Instructions including misuse, neglect, unauthorised alteration, incorrect installation, power surges, accident, use of inappropriate chemicals, flooding, fire or act of God;
c) Any consequential loss, damage or expense arising directly or indirectly from use of the equipment otherwise than in accordance with the Instructions;
d) Any damage or malfunction arising from, or relating to, Customer's failure to properly maintain or clean the equipment in accordance with the Instructions;
e) Damage caused to equipment during transportation, which is outside Stoddart's standard delivery conditions.
f) Breakage of lamps, light bulbs, fluorescent tubes, glass, silicone seals, gaskets and plastic components;
g) Maintenance, repair or other works not undertaken by a Stoddart authorised service agent
h) Where remote refrigeration is connected by a person other than Stoddart to equipment produced by Stoddart, Stoddart cannot accept claims for repair of TX valves and control components, as the fault may arise from the installation of the remote refrigeration lines, equipment, and gas, by a party over which Stoddart has no control.
i) Transportation costs associated with transporting the equipment to a Stoddart authorised service agent where Stoddart considers (acting reasonably) that repairs cannot be undertaken on-site; and
j) Unless agreed to by Stoddart in writing to the contrary, warranty is not included in the sale price for goods sold to or installed in an overseas location.

14. Warranty Claim Procedure

The following procedure must be followed to claim under Stoddart's warranties:

a) Refer to the trouble-shooting section of the Instructions to establish the nature of the fault. Check the equipment is plugged-in, turned-on or has no other valid reason for not operating.

b) If step (a) does not overcome the issue, you should report the fault with the equipment to our service department (phone 1300 307 289 or fax 07 3344 6166). Our service department will assist you with further trouble-shooting. If our service department is unable to resolve the fault with the equipment they will request you complete a Stoddart Warranty Request Form and fax (fax 07 3344 6166) or email (service@stoddart.com.au) it to us.

c) To complete a Stoddart Warranty Request Form you will require the following information:
   i. Proof of purchase stating model number and date of purchase;
   ii. The serial number of the equipment (this is located on the ratings plate sticker);
   iii. A description of the fault/problem;
   iv. Your company details including the exact location of the equipment; and
   v. Any restrictions on times or methods of access to the equipment.

Stoddart will not arrange a warranty call out until it receives the above information from you in writing.

WARRANTY POLICY & PROCEDURE

Warranty Claim Procedure continued

d) Upon receipt of a properly completed Stoddart Warranty Request Form, Stoddart will check its records to confirm whether the equipment is eligible for warranty repair. If warranty repair is required, Stoddart will issue an OFFICIAL AUTHORISATION NUMBER and details of work to be carried out by a Stoddart authorised service agent. This authorisation number MUST be obtained before any work is carried out. Stoddart will not accept invoices for work carried out without an official authorisation number or by an unauthorised service agent.

e) Customer must quote the official authorisation number on all correspondence and invoices relating to a warranty claim to ensure prompt processing by Stoddart.

f) Customer must pay all costs associated with a call-out for work that is not related to warranty repairs or outside Stoddart's Terms immediately.

15. Timing of Warranty Services

15.1 Stoddart will comply with its warranty liabilities contained in these Terms in a timely manner

16. General Maintenance and Repairs

16.1 The equipment must be repaired and maintained by a qualified technician. Stoddart's authorised service agents are experienced technicians who understand the equipment and carry commonly used spare parts. Contact Stoddart's national service number listed below for details of your nearest Stoddart authorised service agent.

For Warranty, maintenance, spare parts and repairs, contact:
Tel: 1300 307 289 Fax: 07 3344 6166 email: service@stoddart.com.au

General note: These procedures should be read in conjunction with Stoddart General Terms & Conditions of Trade which can be found on our website - www.stoddart.com.au