

WARRANTY

- 1) Subject to the conditions and limitations set out below IVR Group Pty Ltd T/As Airocle warrants that:
 - I. The 5 Series head and base assembly shall be free from defects in material and workmanship under normal use for a period of up to **20 years** from the date of delivery.
 - II. The head and base assembly of a 5 Series ventilator that is fitted with fans shall be free from defects in material and workmanship under normal use for a period of **5 years** from the date of delivery.
 - III. Any Electric/Pneumatic Actuator, Fans, Struts, Control Panels, Batteries, Latches or Catches that may be supplied with the Product(s) will be free from defect in material and workmanship for a period of 12 months from the date of delivery.
 - IV. Any dampers, bearings or moving parts that may be supplied with the Product(s) will be free from defect in material and workmanship for a period of 2 Years from the date of delivery.
 - V. Any paint finish that may be applied to the Product(s) will be free from defect in material and workmanship and for a period of 5 Years from the date of delivery will not:
 - a) Peel, crack, flake or blister
 - b) Fade or change colour so as to give delta E CIE laboratory readings greater than 10 units from its original colour.
 - VI. No warranty as to fitness for purpose is given by IVR Group Pty Ltd T/As Airocle except as set out in this warranty.

CONDITIONS AND EXCLUSIONS

- 2) This warranty only applies if:
 - I. the Product(s) are installed and maintained strictly in accordance with the relevant IVR Group Pty Ltd T/As Airocle installation and maintenance requirements; and
 - II. the Product(s) are maintained strictly in accordance with any relevant Australian Building Codes and Standards; and
 - III. the Product(s) are used in an application designed and constructed in strict compliance with all relevant provisions of the current Building Code of Australia and applicable Regulations and Standards; and
 - IV. IVR Group Pty Ltd T/As Airocle is given reasonable opportunity to inspect any allegedly defective Product(s) where they are installed and before any attempt is made to remove or repair them; and
 - V. the requirements for bringing a claim under the warranty are complied with.
- 3) Without limiting any other terms of this warranty, this warranty does not cover and IVR Group Pty Ltd T/As Airocle will not be liable for damage or defects which are not due to defective factory workmanship or materials including but not limited to damage or defects caused by or arising from or in any way attributable to:
 - I. use of the Product(s) in applications not recommended by IVR Group Pty Ltd T/As Airocle; or
 - II. use of the Product(s) in environments not revealed to IVR Group Pty Ltd T/As Airocle at the time of quotation; or
 - III. use of the Product(s) in conditions exceeding IVR Group Pty Ltd T/As Airocle's published product performance data; or
 - IV. poor workmanship or installation, poor design or detailing, settlement or structural movement of materials to which the Product(s) are attached, incorrect design of the structure, vandalism, acts of God including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions, normal wear and tear, growth of mould, mildew or fungi or any development of rust caused by rust on adjoining surfaces on any Product(s) surfaces (whether exposed or unexposed surfaces); or
 - V. the defect is caused by the use of material parts or accessory products that are not supplied, recommended or approved by IVR Group Pty Ltd T/As Airocle; or
 - VI. damage cause by alteration to the Product(s) or servicing by a person other than an IVR Group Pty Ltd T/As Airocle approved Service Contractor.

- 4) This warranty will terminate immediately if and when an IVR Group Pty Ltd T/As Airocle Product(s) is subject to fire situations or exposed to extended periods of excessive heat.
- 5) Subject to clause 9:
 - I. All warranties, conditions, liabilities and obligations other than those specified in this warranty, and which may otherwise apply in respect of the purchase of the Product(s), are excluded to the fullest extent allowed by law.
 - II. To the extent possible at law IVR Group Pty Ltd T/As Airocle excludes all liability for any loss or damage (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising from the purchase of the Product(s) whether arising in contract, tort (including negligence), statute or equity.
 - III. If, or to the extent that it is not permitted at law to exclude any warranties, conditions, liabilities or obligations or to limit or
 - IV. exclude liability arising from the breach of any such warranties, conditions, liabilities or obligations or the purchase of the Product(s). IVR Group Pty Ltd T/As Airocle's liability is limited to the maximum extent permitted at law including but not limited to, where so permitted at IVR Group Pty Ltd T/As Airocle's option:
 - a) the replacement of the Product(s) or the supply of equivalent Product(s); or
 - b) the repair of the Product(s); or
 - c) the payment of the cost of replacing the Product(s) or of acquiring equivalent goods; or
 - d) the payment of the cost of having the Product(s) repaired.
 - V. IVR Group Pty Ltd T/As Airocle will not be liable for the cost to remove the Product(s) and its reinstallation unless an IVR Group Pty Ltd T/As Airocle authorised installer was used or the original installation costs were part of the original purchase invoice from IVR Group Pty Ltd T/As Airocle.

MAKING A CLAIM UNDER THE WARRANTY

- 6) To make a claim under this warranty, a person must provide proof of purchase of the Product(s) and maintenance records and make a written claim to IVR Group Pty Ltd T/As Airocle at the address below, either within 30 days after the defect would have become reasonably apparent or, if the defect would have been reasonably apparent prior to installation, prior to installation.
- 7) In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Product(s) and therefore to this warranty, all expenses incurred as a result of claiming under this warranty are to be borne by the claimant.
- 8) In the circumstances where the Australian Consumer Law does apply in respect of the purchase of the Product(s) and therefore to this warranty, if IVR Group Pty Ltd T/As Airocle accepts or is determined by IVR Group Pty Ltd T/As Airocle that the claimant has a valid claim under this warranty, IVR Group Pty Ltd T/As Airocle will bear the claimant's reasonable costs of claiming under this warranty. The claimant is responsible for all other costs of claiming under this warranty. All claims for such costs are to be notified to IVR Group Pty Ltd T/As Airocle at the address below within 21 days from when the claimant first makes the warranty claim under this warranty.
- 9) If you wish to make a claim under this warranty, please contact IVR Group Pty Ltd T/As Airocle on 1800 805 062 or email IVR Group via our website or write to IVR Group Pty Ltd T/As Airocle, PO Box 583, Picton NSW 2571.

IMPORTANT NOTICE

- 10) If you acquire goods manufactured by IVR Group Pty Ltd T/As Airocle as a consumer according to the Australian Consumer Law, 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.