

AIROMATIC POWERED VENTILATOR WARRANTY

CSR Building Products Limited ABN 55 008 631 356 t/as Edmonds (“Edmonds”), warrants the AiroMatic Powered Ventilator (“Product”) for a period of TWO (2) YEARS (for the body of the Product including the Electronic Commutating Motor) and for a period of ONE (1) YEAR for the Power Pack and Speed Controller of the Product, from the date of purchase, subject to the terms and conditions below.

In the event of any failure or defect in respect of material or manufacture of any part of the Product during the respective warranty periods, CSR Edmonds will at its option replace or repair the faulty part (“Warranty”), subject to the further terms and conditions below.

This Warranty is in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the Warranty relates.

This Warranty is subject to the following terms and conditions:

1. For the purposes of this Warranty, evidence of a defect of material or manufacture limited to a fault:

- (a) preventing the quiet operation of the Product (as reasonably expected from an equivalent (flow rate) mechanical ventilator); and/or
- (b) which affects the physical integrity of the Product in a manner which negatively impacts on the performance of the Product.

Colour fading of a Product, if consistent with the general fading expected from other roofing materials on which the product is installed, is not regarded as a Product fault.

2. This Warranty will immediately terminate and cease to apply if and when the Product is:

- (a) handled, installed or used other than in compliance with the current version (as at the purchase date) of Edmonds “Installation Instructions” for the Product; or
- (b) exposed to conditions which would normally be adverse or harmful to conventional mechanical ventilators, including but not limited to:
 - (i) wind speeds of 180km/h or greater;
 - (ii) damage caused by foreign objects, projectiles or debris (including hail or storm-related debris);
 - (iii) prolonged exposure to a highly salty environment;
 - (iv) modification without the written authorisation from Edmonds;
 - (v) electrical surge;
 - (vi) any usage other than for the sole purpose of ventilating a residential building, including garages, halls and churches, UNLESS approved in writing by Edmonds; and/or
 - (vii) any chemical agents, corrosive fumes and vapours, UNLESS the application and exposure has been approved in writing by Edmonds.

3. This Warranty will only apply to the original installation of the relevant Product (and is subject to presentation of the relevant product receipt), and will immediately terminate upon the removal from the initial installation of such Product. This Warranty does not cover the cost of removal of faulty Products or installation of repaired or replacement Products.

4. In circumstances where a motor fault is identified during the relevant term of this Warranty, Edmonds liability under this Warranty is limited to the supply to the owner of a replacement motor and fan blade combination housing and instructions for installation. In these circumstances, the owner will be responsible for replacement of the motor.

5. In circumstances where the speed control thermostat or power pack are identified as being faulty during the relevant term of Warranty, Edmonds liability under this Warranty is limited to the supply of a replacement thermostat or power pack for installation. In these circumstances, the owner will be responsible for the physical replacement of the part.

The following statement is provided where the Product is supplied to a buyer who is a “consumer” under 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 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.

Other than as expressly set out in this Warranty, and the warranties that can not be excluded under The Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (and any other law), Edmonds excludes all other warranties and guarantees with regard to the Product, including all implied warranties and guarantees.

To the extent it is able to do so, Edmonds excludes all liability for loss and damage (including consequential loss) where the Product is a good other than of a kind ordinarily acquired for personal, domestic or household consumption.

To make a claim under this Warranty, you must contact Edmonds either: in person, or by writing with the presentation of relevant product receipt at the mailing address below, or by email or telephone at sales@edmonds.com.au or 1300 858674. All expense of claiming the Warranty will be borne by the consumer making the claim.