

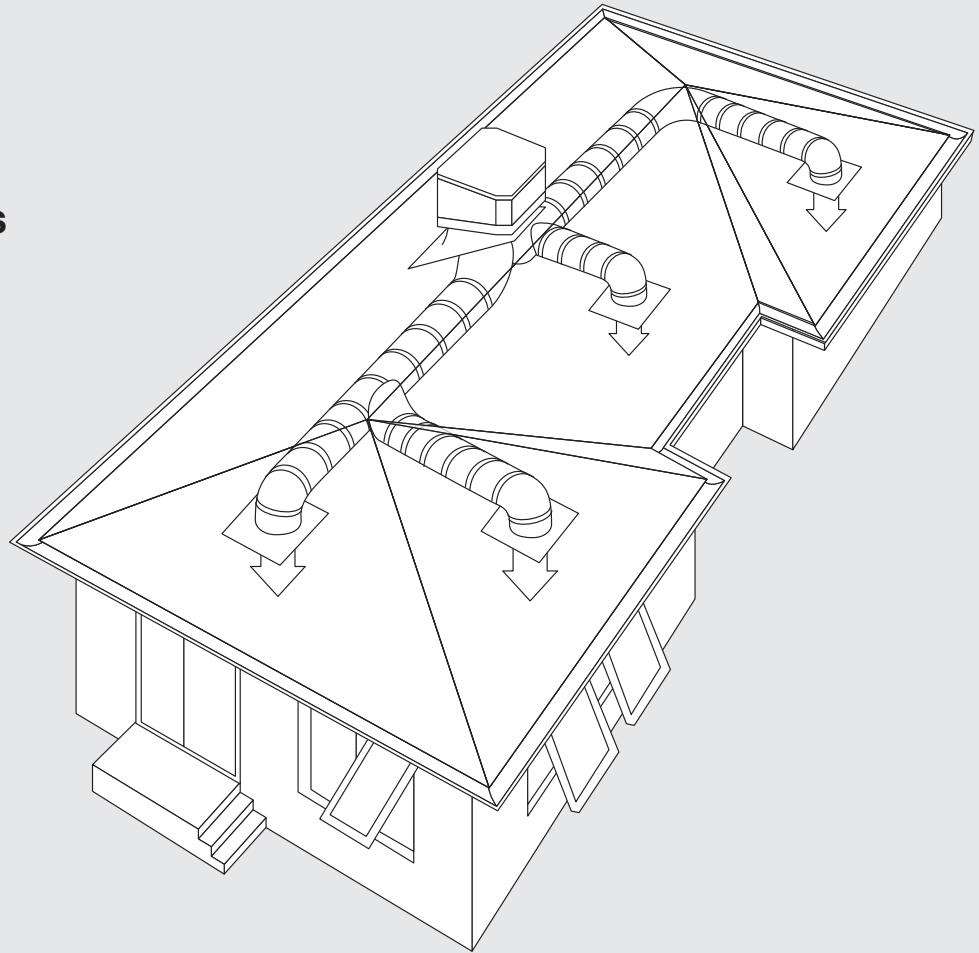
Brivis Models:

Contour Series

Promina Series

Advance Series

AD Series



Evaporative Air Coolers

Warranty Booklet

brivis
by Rinnai

TERMS OF WARRANTY – AUSTRALIA

Rinnai Australia Pty. Ltd. ABN 74 005 138 769, 100 Atlantic Drive, Keysborough VIC 3173.

NOTICE TO CONSUMERS UNDER AUSTRALIAN CONSUMER LAW

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

For a major failure with a good, you are entitled to a replacement or refund and compensation for any other reasonable foreseeable loss or damage. If the failure does not amount to a major failure and if the goods fail to be of acceptable quality, you are also entitled to have the goods repaired or replaced.

For a major failure with the service, you are entitled to cancel your service contract with us and obtain a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

The benefits provided by this Warranty are in addition to any other rights and remedies available to a consumer under the Australian Consumer Law and any other law which may apply to the goods and or services.

1 DEFINITIONS

The terms listed below shall have the following meanings:

- 1 **“Authorised Service Representative”** means an independent service contractor authorised by Rinnai or Rinnai service personnel.
- 2 **“Rinnai”** means Rinnai Australia Pty Ltd (ABN 74 005 138 769) and any related company.
- 3 **“Certificate(s) of Compliance”** means certificate(s) issued by licensed personnel (including plumbers, refrigeration mechanics, electricians or other relevant tradespeople) to certify that any prescribed works comply with applicable regulatory requirements.
- 4 **“Certificate(s) of Occupancy”** means certificate(s) issued by the local government authority (or similar organisation) which certifies that a home can be occupied.
- 5 **“Installation Site”** means the site at which the Product is originally installed.
- 6 **“Normal Business Hours”** means 8:30am to 5:00pm Monday to Friday, excluding public holidays.
- 7 **“Operating/Installation Instructions”** means the user manual or other documentation which provides detailed instructions on the proper operation and maintenance of the Product.
- 8 **“Other Applications”** means any Product used for purposes other than Residential & Light Commercial Applications. Other Applications may include but are not limited to factory, IT/Server room, telephone exchange, processing area (e.g. bakery, kitchen, warehouse, swimming pool, agricultural facilities such as a nursery). Any Product which has been installed, for whatever purpose, as a retrofit component to an existing system, will also be classed as being part of an “Other Application” regardless of the purpose of use of the existing system into which such product has been installed.
- 9 **“Purchaser”** means the end user of the Product, the person named as owner in the Warranty certificate, the holder of the Proof of Purchase or the holder of a property transfer document where the Product is included as part of the chattels.
- 10 **“Product”** means the equipment purchased by the Purchaser and described in Section 2 of this document.
- 11 **“Proof of Purchase”** means a Tax Invoice or Receipt in respect of the Product. In the case of new constructions, a Certificate of Occupancy or a Certificate of Compliance that details the date of installation or commissioning will suffice.
- 12 **“Qualified Installer”** means the qualified installation contractor who is responsible for performing the installation work in the manner prescribed by local and statutory regulations, including compliance with any relevant and to Rinnai specifications, including Australian Standards.
- 13 **“Residential & Light Commercial Applications”** means any Product for use in residential or light commercial applications where
 - a) the Product is solely used for the purpose of human comfort; and
 - b) the ambient temperature of the space the Product is intended to heat or cool is influenced solely or primarily by natural exterior weather conditions rather than by man-made or mechanical heat sources.

Examples of Residential & Light Commercial Applications include, homes, offices, hotels, apartments, nursing homes, hospitals, health care premises, shopping centres, and retail stores.

2 TERMS OF WARRANTY

- 2.1 Subject to the Terms of Warranty set out in this document, effective from the date of purchase by the Purchaser, the Product is warranted to be free from defects in materials & factory workmanship for the period set out in table below:

	PRODUCT GROUPS	PARTS	LABOUR
Residential and Light Commercial	Evaporative Coolers & Ducted Gas Heaters (excluding Compact Classic Series)	5 Years *Extended 4 Years Option	5 Years *Extended 4 Years Option
	Ducted Gas Heaters - Compact Classic Series	3 Years	3 Years
	Refrigerated Airconditioning Products	5 Years	5 Years
	Ducted Gas Heaters - Heat Exchangers and Burners Evaporative Coolers - Structural components only	10 Years	N/A
	Portable Air conditioning	2 Years	N/A
	Wi-Fi Devices	1 Year	1 Year
Other Applications	All Product Groups	2 Years	1 Year
After Market	Spare Parts	1 Year	N/A
*Extended Warranty Option	Up to 4 year extended warranty (in addition to the standard warranty period listed above) applies on selected products when you opt in to the Rinnai Service Advantage program. This program has terms and conditions, including the requirement for scheduled servicing of the product by Rinnai. To participate in the program you must register your product online at: www.rinnai.com.au/support-resources/warranty-registration/ within the first 12 months of the product being installed.		

- 2.2 Rinnai will determine in its sole discretion, which classification the Product fits into and the corresponding Warranty that shall apply.
- 2.3 An Authorised Service Representative will repair or replace, at its option, the Product or any part of the Product that its examination shows to be defective. The repair or replacement shall be performed during Normal Business Hours by an Authorised Service Representative. Repair by persons other than an Authorised Service Representatives may void the Warranty.
- 2.4 Alternatively to clause 2.3 above, Rinnai can at its discretion elect to pay you an amount equivalent to the cost of repairing or replacing the Product.
- 2.5 If Rinnai provides you with either the replacement costs or replacement product, ownership of the original Product shall immediately transfer to Rinnai.
- 2.6 Rinnai is responsible for reasonable costs associated with legitimate warranty claims, including call-out of an Authorised Service Representative to inspect the Product. Rinnai is not responsible for:
- costs for tradespeople engaged by you that are not Rinnai Authorised Service Representatives.
 - any costs, including call out costs for a Rinnai Authorised Service Representatives, associated with a Product which is determined upon inspection not to be covered by this warranty.
- 2.7 Rinnai will reimburse any reasonable costs associated with making a legitimate warranty claim against Rinnai which are not otherwise specified above.
- 2.8 The Warranty of the Product requires that, in addition to all other conditions, the Purchaser conducts regular and/or preventative maintenance as may be specified by the Operating/Installation Instructions or otherwise directed by Rinnai and required by the level of usage and the usage environment, including the use of correct and uncontaminated refrigerants and lubricants. Refrigeration, plumbing and electrical works must be undertaken by licensed personnel.
- 2.9 Where a Product or failed component is replaced under warranty, the time remaining on the original Product warranty period will continue to apply and the replacement product or part will be subject to the original warranty period only.

3 CONDITIONS OF WARRANTY

- 3.1 The Purchaser may only obtain the benefit of the Warranty if the Purchaser:
- a) maintains and has the Product serviced in accordance with the instructions set out in the service section of the relevant Service or Owner's Manual;
 - b) complies with clause "7 Purchaser's Responsibilities" on page 28;
 - c) notifies Rinnai within 30 days of a defect occurring or, in the case of a latent defect, becoming apparent, that a claim is being made under this Warranty; and
 - d) provides, in support of the claim made under this Warranty, a Proof of Purchase.
- 3.2 This document (and any statutory consumer guarantees) represents the only Warranty given by Rinnai in respect of the Product. No other person or organisation is authorised to offer any alternative warranty on behalf of Rinnai.
- 3.3 If the date of purchase cannot be established to Rinnai's satisfaction, the date shall be deemed to be 2 months after the date of manufacture or the date of sale by Rinnai, whichever is the latter.
- 3.4 This warranty applies to Products which are manufactured on or after the date of publication of this warranty but before the next date of publication of this warranty.

4 EXCLUSIONS

- 4.1 This Warranty **does NOT** cover:
- a) damage, problems or failure resulting from improper operation and/or inadequate maintenance by the Purchaser (refer Purchaser's Responsibilities section below);
 - b) damage, problems or failure resulting from improper or faulty installation. The Product must be installed by a Qualified Installer in accordance with applicable regulations. Where applicable, Certificate(s) of Compliance must be obtained by the purchaser from the Qualified Installer and presented to the Authorised Service Representative;
 - c) damage, problems or failure caused by factors external to the Product including, but not limited to, faulty or poor external electrical wiring, incorrect or faulty power supply, voltage fluctuations, over voltage transients or electromagnetic interference, inadequate or faulty gas, drainage services, or water services, including water pressure, and non-potable water;
 - d) damage, problems or failure caused by acts of God, fire, wind, lightning, flood, storm, hail storm fallout, vandalism, earthquake, war, civil insurrection, misuse, abuse, negligence, accident, pests, animals, pets, vermin, insects, spiders/bugs or entry of foreign objects or matter into the Product such as dirt, debris, soot or moisture;
 - e) damage, problems or failure caused by environmental conditions including, but not limited to, excessive moisture, salt or other corrosive substances or atmospheric conditions;
 - f) Product which has been installed in a portable or mobile building, structure or application including, but not limited to, a caravan, boat or trailer;
 - g) Product which has been re-installed at a location other than the original site;
 - h) any consumable item supplied with the Product including, but not limited to, an air filter, battery, fan belt, igniter or cooler pad;
 - i) installation of third-party components that may be attached to the Product. These include, but are not limited to, control wiring, ducting, return air filter(s) grille, register, diffuser, zone motors, controls/thermostats, pipe work and fabricated or added components. These items remain solely the responsibility of the Qualified Installer;
 - j) installations where electrics/electronics may be subjected to moisture/chemicals (e.g. swimming pools or nurseries);
 - k) any repair, which is needed as a result of an accident, misuse, abuse or negligence;
 - l) Product that is utilised in an environment (indoor and outdoor) outside its specified operating range; and
 - m) fair wear and tear to the Product.
 - n) On-site labour warranty on portable (non-fixed installation) Products – In respect of such Products the Purchaser must return the Product to the supplier for repair or replacement).

5 LIMITATIONS

- 5.1 Third parties are often involved in providing advice to consumers about the climate control solutions best suited to the consumer's needs. Any advice or recommendations given by such parties, including advice about Product fitness for purpose and overall system design, sizing and application are not the responsibility of Rinnai. This includes but is not limited to the heat load calculations, airflow and system balancing.
- 5.2 This Warranty does not apply to any Product installed at an Installation Site which is outside Australia.
- 5.3 Except where inconsistent with the purchaser's statutory rights and the rights given by this Warranty, all liabilities of Rinnai for any direct, special, indirect or consequential loss or damage, any damage or expense for personal injury or any loss or destruction of property, arising directly or indirectly from the use or inability to use the Product or any of its parts and/or servicing the Product, are expressly excluded.

6 TRAVEL, TRANSPORT & ACCESS COSTS

- 6.1 The Purchaser must pay freight charges, in-transit insurance expenses and travelling costs for repairs/replacements under this Warranty, that are required to be performed 50km from the nearest Rinnai branch or Authorised Service Representative.
- 6.2 Subject to clause 6.3, Rinnai will pay freight charges, in-transit insurance expenses and travelling costs for repairs/replacements that are required to be performed less than 50km from the nearest Rinnai branch or Authorised Service Representative, subject to the following:
- a) Rinnai will arrange for such repairs/replacements and make any payment directly to the third party to provide the freight, in-transit insurance or travel services; or
 - b) if Rinnai considers appropriate, it will authorise the Purchaser in writing to pay for the relevant freight charges, in-transit insurance expenses or travelling costs and then, upon provision by the Purchaser to Rinnai of a tax invoice showing those costs have been incurred, reimburse the Purchaser for such costs which are within the terms of the authorisation. If the Purchaser pays for the relevant freight charges, in-transit insurance expenses or travelling costs without written authorisation from Rinnai, Rinnai will not reimburse the Purchaser for such costs.
- 6.3 The Purchaser must pay all costs and expenses in respect of:
- a) any service call out fee if the Product is not accessible for service
 - b) making the Product accessible for service, for example, restricted access or working at heights, or the labour cost for an additional person due to OHS requirements.
 - c) providing a safe working environment for installation, service, maintenance or repair of the Product;
 - d) any surcharge applicable in respect of supplying replacement parts outside Normal Business Hours; and
 - e) any other costs and expenses in relation to claiming the Warranty that is not covered by clause 6.2.

7 PURCHASER'S RESPONSIBILITIES

- 7.1 The Purchaser must operate and maintain the Product in accordance with the Operating Instructions and service maintenance schedule, including conducting an appropriate number of services to the unit during the Warranty period, based on usage and the usage environment including but not limited to;
- a) regularly cleaning the air filter(s) and replacing them where necessary;
 - b) replacing expired batteries or other consumables as required;
 - c) ensuring that the condensate drain is kept clean and clear of obstructions.

HOW TO MAKE A WARRANTY CLAIM:

If you wish to make a warranty claim in respect of any Portable Product, please return it to the place of purchase, or if that is not possible, contact Rinnai to enquire about alternative arrangements.

If you wish to make a warranty claim in respect of any fixed Product, please contact Rinnai on the details set out below to make arrangements for an Authorised Service Representative to inspect the product.

As per clause 2.6 of the Terms and Conditions of Warranty, purchasers are responsible for the costs of any repair and/or call out fee where, on inspection, the alleged defect is found by Rinnai's Authorised Service Representative not to be covered by this warranty or any statutory consumer guarantee applicable to the Product.

The Terms and Conditions of Warranty contain important information about your rights and obligations under this warranty. Please read them fully and carefully before making a claim.

Rinnai Australia Pty Ltd

ABN 74 005 138 769 | AU24752

82-88 Mills Rd, Braeside, Victoria 3173
P.O. Box 460, Braeside, Victoria 3195
Tel: (03) 9271 6625
Fax: (03) 9271 6622

National Help Line

Tel: 1300 555 545* Fax: 1300 555 655
Monday to Friday, 8.00 am to 5.00 pm EST.

**Cost of a local call higher from mobile or public phones.*

For further information visit **www.rinnai.com.au** &
or email **enquiry@rinnai.com.au**

Rinnai has a Service and Spare Parts network with personnel who are fully trained and equipped to give the best service on your Rinnai appliance. If your appliance requires service, please call our National Help Line. Rinnai recommends that this appliance be serviced every 2 years.

With our policy of continuous improvement, we reserve the right to change, or discontinue at any time, specifications or designs without notice.