

Dieselheat Warranty Terms

I. WARRANTY

The benefits given to purchasers under this Warranty are in addition to other rights and remedies available to the purchaser, including the consumer guarantees under the Australian Consumer Law.

Dieselheat Pty Ltd ABN 14 624 228 780 ('Dieselheat') of 39 Golden Valley Road Cygnet Tasmania 7112 will determine whether the fault with a product is covered by this Warranty.

A claim under this Warranty can be made by sending a notice in writing to Dieselheat at the address above. It is a condition of this Warranty that Dieselheat be provided with the following details at the time of submitting any claim under this Warranty (and any further information reasonably requested by Dieselheat following receipt of a claim):

- a. proof of purchase;
- b. a reasonable opportunity for Dieselheat and/or its nominated expert to inspect the product the subject of the claim; and
- c. a copy of this warranty.

Any repairs carried out by non-authorized agents during the Warranty period will void this Warranty.

2. TERMS OF EXPRESS WARRANTY

Subject to these terms of Warranty, Dieselheat warrants that unless noted otherwise the products supplied by Dieselheat will be free from defects in materials and factory workmanship for the period of 2 years from the date of supply of the product.

Subject to the exceptions set out under the heading "Exclusions" below, if the product fails to operate during the warranty period under normal operating conditions as a result of a defect in materials or workmanship, Dieselheat will, at its option, arrange for:

- repair of the product (or the part of the product that is defective); or
- replacement the product with a new, used or refurbished equivalent product; or
- a refund of the purchase price of the product to the purchaser.

Subject at all times to the purchaser's rights under the Australian Consumer Law, this document represents the only warranty given by Dieselheat in respect of the product. Under s102(1) of the Australian Consumer Law, Dieselheat draws your attention to the following where the purchaser is a consumer within the meaning of 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.”

3. EXCLUSIONS

This Warranty does NOT cover and expressly excludes:

- a) products that are purchased second hand or at auction;
- b) damage, problems, or failure of the product resulting from improper operation and/or inadequate maintenance by the purchaser;
- c) use of the product in locations and situations outside of the product's purpose;
- d) products that are not installed as per factory instructions;
- e) accident, misuse, abuse or negligence;
- f) fair wear and tear to the Product.

4. LIMITATIONS

This Warranty does not apply to any product installed outside Australia.

Except where inconsistent with the purchaser's statutory rights (including in respect of the Australian Consumer Law) and the rights given by this Warranty, all liability of Dieselheat 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 installation of the product or inability to use the product or any of its parts, or the servicing of the product, is expressly excluded.

5. WARRANTY CLAIMS

The Purchaser may only obtain the benefit of this Warranty if the purchaser:

- a) notifies Dieselheat within 30 days of a defect first developing that a claim is being made under this Warranty; and
- b) provides, in support of the claim made under this Warranty, proof of purchase; and
- c) ensures that the product is adequately maintained (including by carrying out regular and/or preventative maintenance as may be specified in the operating manual and as required by the level of usage and the usage environment.