



Malmart (Australia) Pty Ltd

Website: www.malmart.com.au



Warranty Statement

Subject to the following conditions, we provide, from the date of purchase, the following warranty on Malmart units and spare parts:

- Functional components found within the unit to be defective in workmanship or material will be repaired or replaced free of charge subject to the periods of warranty specified.
- A decision regarding whether the defective components will be repaired or replaced will be determined at the sole discretion of Malmart (Australia) Pty Ltd ("**Malmart**") or its authorized agents or representatives.
- The structural warranty covers any structural components within the unit, which fail to perform their intended function due to faulty manufacture or deterioration within the warranty period.

This warranty only covers products manufactured by Malmart.

This warranty covers Australia Only.

Parts replaced in units under warranty are warranted for the balance of the original warranty period for that unit.

Malmart Units	
Unit Components	Parts & Labour
Structural Guarantee	1 Year from Date of Purchase
All other components	1 Year from Date of Purchase of unit
Malmart Spare Parts	
1 year from Date of Purchase	

This warranty is provided, and operates in addition to, the statutory warranties Malmart provides you as a consumer under the Australian Consumer Law or by virtue of any other applicable legislation.

The installer is responsible for the correct installation, start up and demonstrating the operation of the product. They are also responsible for issuing the relevant certificates of compliance (these may differ from state to state).

CONDITIONS AND EXCLUSIONS

- Equipment must be installed according to our instructions (outlined in our Operation, Maintenance and Installation Manual) and operated to the purpose it was designed.
- To the extent permitted by law, this warranty shall not cover damage, malfunction or failure resulting from accident, misuse or misapplication, improper or unauthorised repair, neglect or modification or use of unauthorised replacement parts or accessories, inclusive of detergent, or improper voltage. The warranty shall be void if the serial number is removed or altered.
- Parts damaged in transit back to Malmart Leeton due to poor packaging could result in warranty claim being rejected.
- Any part tampered with or which has been altered by unauthorised repairs and/or modifications will be rejected under a warranty claim.

- Reasonable access must be allowed for maintenance. If any additional equipment is needed to provide access to the unit, this must be provided (and paid for) by the owner.
- It is the owner's responsibility to provide safe access to the unit. Malmet, or any of its authorised service outlets, may refuse to perform maintenance or warranty work if access is unsafe, as determined by Malmet or any of its authorized service outlets at their sole discretion (acting reasonably).
- Should a warranty claim be rejected you will be advised in writing with a full explanation of our reasons.
- Malmet have a Warranty Claim Procedure that is fair to our customers and provides an efficient system of replacement and/or repair of faulty parts. If at any time you believe we are not meeting our commitment to you please contact Malmet Head Office via email: info@malmet.com.au
- To the extent permitted by law, no responsibility will be accepted for outside elements including, but not limited to storms, pest and vermin that may cause damage to the unit.
- To the extent permitted by law, no responsibility will be accepted for damage incurred as a result of, or incidental to, electrical surges or brown outs or for any other consequential damages.
- If there is no certificate of compliance for plumbing or electrical, Malmet reserves the right to refuse service on non-compliant installations.
- To the extent permitted by law, claims for damage to contents, carpet, ceilings, foundations or any other consequential loss either direct or indirect resulting from, power spikes, incorrect operation, incorrect installation, faulty product or any other cause, are excluded.
- This warranty, and to the extent permitted by law, any warranties owed by Malmet under the Australian Consumer Law or other applicable legislation, are not transferrable and cannot be sold, assigned or transferred in any other way from the purchaser to any other person.
- To the extent permitted by law, unauthorised use of any parts that were not supplied or approved for use in the applicable unit by Malmet will result in this warranty and any warranty claims applicable to that unit being void.
- Warranty labour (service work) shall **not** include units located outside of city metropolitan areas of Melbourne, Sydney, Adelaide, Perth and Brisbane. Costs outside these areas shall be borne by the Customer. The Customer shall be notified of this prior to the warranty call out.

To the extent permitted by law, a charge will be made for work done or a service call made where:

- There is no default apparent with the unit, as determined by Malmet or its authorized representative or agent at their sole discretion (acting reasonably).
- The defective operation of the unit is due to failure of electricity or water supply.
- Defects are caused by neglect, incorrect application, abuse or by accidental damage of the unit.
- An unauthorised person has attempted to repair the unit.
- Harsh environmental situations including, but not limited to, water quality that may cause the water tank damage cannot be considered warranty.

HOW TO MAKE A CLAIM UNDER THIS WARRANTY

If you believe there is a defect in a unit you have purchased from Malmnet, you must notify Malmnet in writing of such defect, by sending an email (“**Notice of Defect**”) to info@malmnet.com.au prior to the expiration of the applicable warranty period set out in this warranty.

For the avoidance of doubt, Malmnet must receive your Notice of Defect prior to the expiration of the warranty period.

To the extent permitted by law, Malmnet will not reimburse you for any expense you incur in claiming or attempting to make a claim for repair or replacement of a component under this warranty.

Date Commissioned:

Warranty Expiry Date:.....

Sold To:

For Service Contact:

PROOF OF PURCHASE

Please retain your proof of purchase. Your receipt/invoice or commissioning certificate is your warranty and will be required to validate any warranty.

E.&O.E.

In the interest of continued product improvement, Malmnet (Australia) Pty Ltd reserves the right to alter specifications without notice.

AUSTRALIAN CONSUMER LAW DISCLAIMER:

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.