

LIMITATION OF OWNER'S STATUTORY RIGHTS

In respect of any goods supplied under the contract which are not acquired by a consumer, as that term is defined in the ACL, all liability of Fujitsu General (AUST.) Pty Limited for any loss or damage, direct and consequential, not covered by this Warranty is expressly excluded.

In respect of any goods supplied under the contract which are acquired by a consumer, but are not of a kind ordinarily acquired for personal, domestic or household use or consumption, unless the Owner establishes the following limitation of liability would not be fair and reasonable, the liability of Fujitsu General (AUST.) Pty Limited for any defect of design, materials or workmanship

- a) replacing the air conditioner or supplying an equivalent air conditioner;
- b) repairing the air conditioner;
- c) paying the cost of replacing the air conditioner or acquiring an equivalent air conditioner;
- d) paying the cost of having the air conditioner repaired.

YOUR STATUTORY RIGHTS

If the goods are acquired by a consumer, as that term is defined by the ACL, then please note that:

- 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.
- To the extent our goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then we may limit our liability as we have done so above to repair or replacement of goods or the payment of the cost of repairing or replacing goods, or supplying services again or payment for the cost of supplying services again, in accordance with section 64A of the Australian Consumer Law.

Please complete the details below and store this card along with the invoice in a safe place.

Outdoor Unit Model No. _____ Serial No. _____

Indoor Unit(s) Model No. _____ Serial No. _____

Model No. _____ Serial No. _____

Model No. _____ Serial No. _____

Controller(s) Model No. _____

Supplied by: _____ Phone No: _____

Installed by: _____ Date: _____

Owner's Name: _____

Site Address: _____



FUJITSU GENERAL (AUST.) PTY LIMITED ABN 55 001 229 554

A Subsidiary of FUJITSU GENERAL LIMITED www.fujitsugeneral.com.au

HEAD OFFICE

NSW: Eastern Creek Drive, Eastern Creek NSW 2766 Tel: (02) 8822 2500 Fax (02) 8822 2501

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270 Ferntree Gully Road, Notting Hill VIC 3168 Tel: (03) 9543 5899 Fax (03) 9543 8299

QLD: 1 Breakfast Creek Road, Newstead QLD 4006 Tel: (07) 3257 2800 Fax (07) 3257 2184

SA/NT: 128A Rose Terrace, Wayville SA 5034 Tel: (08) 8172 1180 Fax (08) 8172 1190

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FUJITSU GENERAL (AUST.) PTY LIMITED

IMPORTANT COMMERCIAL WARRANTY INFORMATION



THIS WARRANTY APPLIES TO COMMERCIAL AND VRF PRODUCTS PURCHASED AND INSTALLED IN AUSTRALIA.

Certain legislation, including the Australian Consumer Law (ACL), may imply warranties or conditions or impose guarantees or obligations on Fujitsu which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent.

THE RIGHTS GIVEN BY THIS 36 MONTH WARRANTY ARE IN ADDITION TO ANY RIGHTS AND REMEDIES THAT THE OWNER MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW AND OTHER LAWS. THIS WARRANTY REPLACES ALL OTHER WARRANTIES PROVIDED WITH THE AIR CONDITIONING PRODUCT LISTED ON THE BACK OF THIS CARD.

The Fujitsu General air conditioning product listed on the back of this card is warranted by Fujitsu General (AUST.) Pty Limited Pty (ACN 001 229 554) against defects in design, materials and workmanship for a period of 36 months from the date the air conditioner was commissioned by Fujitsu General (AUST.) Pty Limited or approved installer.

Air conditioner defects covered by this Warranty will be repaired or replaced at the discretion of Fujitsu General (AUST.) Pty Limited without cost to the Owner for replacement parts or equipment. The repair or replacement shall be performed during normal business hours by Fujitsu General (AUST.) Pty Limited or a repair agent authorised by Fujitsu General (AUST.) Pty Limited.

If your Fujitsu General air conditioning product listed on the back of this card is repaired or replaced under this Warranty, it will be warranted in accordance with the provisions of this Warranty for the remainder of the original warranty period or 6 months from the completion of the repair or replacement of the parts or air conditioner, whichever is the greater.

If the compressor contained in that equipment is repaired or replaced under this Warranty, it will be warranted in accordance with the provisions of this Warranty for the remainder of the original warranty period or 12 months from the completion of the repair or replacement of the compressor, whichever is the greater.

Except where inconsistent with the Owner's Statutory Rights and the rights given by this Warranty, all other warranties and all liability of Fujitsu General (AUST.) Pty Limited for any loss or damage direct and consequential is expressly excluded.

To claim under this warranty Owner should contact Fujitsu General (AUST.) Pty Limited (www.fujitsugeneral.com.au) or their designated service agent. Alternatively, Owner can send a claim to Fujitsu General (AUST.) Pty Limited at the address below.

Owner will be responsible for the following costs associated with making the warranty claim:

- All costs associated with travel outside of the area normally serviced by Fujitsu General (AUST.) Pty Limited or any repair agent authorised by Fujitsu General (AUST.) Pty Limited;
- Freight charges including insurance; and
- All costs related to gaining access to unsafe (eg high) or restricted locations.

The Owner will be liable for all costs incurred by Fujitsu if the problem is not covered by the provisions of this Warranty or the Owner's Statutory Rights.

THIS WARRANTY DOES NOT COVER:

- a) Faults or substandard performance resulting from operation at conditions outside the operating conditions as specified in the Fujitsu General technical or sales literature applicable to the air conditioner.
- b) Faults or substandard performance resulting from misapplication of the air conditioner.
- c) Faults or substandard performance resulting from operation of the air conditioner when used for applications other than the climatic comfort of humans.
- d) Faults or substandard performance resulting from incorrect or poor installation.
- e) All costs related to gaining access when installed in unsafe (eg high) or restricted locations.
- f) Faults or substandard performance caused by any product or part other than supplied by Fujitsu General (AUST.) Pty Limited.
- g) Costs associated with travel outside of the area normally serviced by Fujitsu General (AUST.) Pty Limited or any repair agent authorised by Fujitsu General (AUST.) Pty Limited or freight charges including insurance.
- h) Faults or substandard performance caused to the air conditioner by faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, over voltage transients or electromagnetic interference not originating within the air conditioner.
- i) Faults or substandard performance caused by vermin, blocked filters, misuse, storm, flood, fire, earthquake, negligence, vandalism, Acts of God, war, foreign matter entering the air conditioner (eg leaf matter, dirt and moisture) or any other outside agency.
- j) Deterioration and or damage to the external surfaces or refrigeration coils caused by normal weathering or corrosive atmospheric conditions.
- k) If the air conditioner has been installed in a transportable or mobile application (eg caravan or boat).
- l) If the air conditioner has been re-installed in a transportable or mobile application (eg caravan or boat).
- m) If the air conditioner has been re-installed at a location other than the original location.
- n) Any consumable item (eg batteries, filters) as supplied with the air conditioner unless the item is shown to be defective at the time of purchase.

Where this Warranty does not apply, the Owner's rights are limited to the Owner's non-excludable Statutory Rights.

OWNER'S RESPONSIBILITY

The Warranty is conditional on, and the Owner is responsible for, the correct operation and regular maintenance of the air conditioner as listed below.

The correction of any non product fault or problem is not covered by this Warranty.

- a) Operation and maintenance of the air conditioner in accordance with the operating instructions.
- b) Regular cleaning of the air filter(s) and replacement where necessary.
- c) Ensuring that the air inlet and outlet on the outdoor unit is kept clear of any obstructions (eg dirt, leaves, plants).
- d) Ensuring that the condensate drain is kept clear and clean.
- e) Replacement of exhausted remote batteries.
- f) The application of additional corrosion protection if the product is installed in a corrosive environment (eg industrial pollution, sea air).

Where our service personnel are unable to identify any fault in the product, Fujitsu General (AUST.) Pty Limited may require you to provide proof that the air conditioner is defective.