

CUSTOMER WARRANTY AGAINST DEFECTS FOR HOTWIRE HEATING PRODUCTS

Turnkey International Pty Ltd (ABN 36 086 830 766) trading as Hotwire Heating
(Hotwire)

This document contains the Warranty against defects for goods (Goods) supplied by or on behalf of Hotwire to the customer, whether an individual or company, (Customer), who purchased the Goods through an authorised distributor of Hotwire.

1) General

- I. Hotwire's Goods come with guarantees that cannot be excluded under the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth). The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is 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. What constitutes a major failure is set out in the Australian Consumer Law.
- II. The benefits under this Warranty are in addition to the Customer's other rights and remedies under the Australian Consumer Law. If the Customer is not a "consumer" or the Goods are not "of a kind ordinarily acquired for personal, domestic or household use or consumption" for the purposes of the Australian Consumer Law, then to the extent permitted by law, Hotwire will not be liable for any direct or indirect or consequential loss in relation to any product defects.
- III. Nothing in this Warranty is intended to exclude or attempt to restrict or modify the operation of the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement. For the avoidance of doubt, Hotwire's liability in connection with the Goods is limited and excluded except to the extent that the limitation and exclusion is not permitted under the Australian Consumer Law and as set out in this Warranty.

2) Installation Manual

- I. The Hotwire installation manual (Installation Manual) is provided for the benefit of the Customer. The Goods and installation of the Goods ordinarily requires the technical skills of a qualified installer. Do not take any steps to install the Goods without a copy of the Installation Manual.

3) Installation

- I. Hotwire recommends that the Goods be installed by a registered Hotwire Installer (Authorised Installer).
- II. Any installation by a person who is not an Authorised Installer must be carried out strictly in accordance with the Installation Manual taking into account the individual circumstances of the place of installation and a failure to do so may void or exclude the Customer's ability to claim under the Warranty.

4) Warranty

- I. Subject to clause 5(b), Hotwire undertakes to repair or at its sole discretion to replace or refund the purchase price of any part of the Goods manufactured by Hotwire which is found to have a manufacturing defect for a period of ten (10) years from the date of purchase.

The period of the Warranty described at clause 4(a) does not apply to the part of the Goods comprising (or being) the thermostat and the controller. The Warranty period in relation to the thermostat and the controller of the Goods is limited to two (2) years. The warranty period relating to Heated Towel Rails is five (5) years and unheated two (2) years.

5) Exclusion and Limitation of Liability

a. Hotwire excludes all conditions and warranties implied by custom, the general law or statute, except for:

i) Any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void; and

ii) The Warranty.

b. The Warranty does not apply if:

i) Unauthorised repairs or alterations are made to the Goods;

ii) The Customer fails to comply with all instructions of Hotwire (whether written or verbal) in relation to the fitting, installation and use of the Goods;

iii) The Goods are subjected to improper voltage or power surges, misused, damaged by accident, force of nature or any other acts beyond Hotwire's reasonable control; and/or

iv) The Goods are improperly installed or installed other than strictly in accordance with the Installation Manual (other than where such improper or other installation is carried out by an Authorised Installer).

c. The Warranty does not include calls to replace batteries, programme or re-programme thermostats and/or controllers, replace fuses or reset residual current devices or circuit breakers.

d. The total maximum liability of Hotwire under the Warranty is limited to replacing the Goods, repairing the Goods or payment of the replacement cost of the Goods or a refund of the purchase price (excluding installation costs)

e. Except as otherwise expressly provided in this Warranty, Hotwire will not be liable for any incidental expenses (including costs of inspection, testing, removal, reinstallation, storage or transportation), any other charges, costs or expenses of the Customer or any third party, personal injury, incidental damages, consequential losses, loss of profit, costs of business interruption, loss of opportunities or any like claims whatsoever arising from any use of, or incidental to, the Goods or their failure to operate, or arising out of Hotwire's negligence or breach of the Warranty.

f. If any component part of the Goods is manufactured by a third party or supplied to Hotwire by a third party, any warranty offered by Hotwire in relation to the Goods or a component part of the Goods will be limited to Hotwire's right of redress (if any) against the manufacturer or supplier of the component part of the Goods.

g. The Customer must keep Hotwire indemnified against:

i) All claims, expenses and liabilities of whatever nature including but not limited to loss of profit, which may be made against or which Hotwire may sustain, pay or incur arising out of the manufacture or sale of the Goods to the Customer, except in so far as the same arises from Hotwire's negligence or breach of the Warranty or a proper claim under the Warranty; and

ii) Hotwire's costs in attending to a Warranty call by a Customer which is without merit, excluded by this clause or where no Warranty is otherwise available to the Customer together with Hotwire's costs of defending any such claim by a Customer against Hotwire (including legal costs incurred by Hotwire).

To claim on this Warranty contact:

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