

5 Years Residential and 2 Years Commercial Warranty Terms

1. This Warranty covers your Lennox/Kirby Air Product when installed, operated and serviced in accordance with the relevant Lennox/Kirby Air Engineering Handbook, Installation Instructions and Kirby Pty Ltd. Limited Terms and Conditions of Sale against defects in design, materials and workmanship for a period not more than 5 years for Residential application and 2 years for Commercial applications, the warranty period starts from the purchase (invoice) date from Kirby.
2. Notwithstanding the above Kirby offer an additional extended "Parts Only" warranty for the gas heat exchanger inside the Kirby Air residential gas furnace product range. The warranty period is extended to the original owner beyond the standard 5 years by an additional 5 years being a total 10 year period.
3. Product defects covered by this warranty will be repaired or replaced at the discretion of Kirby without cost to the owner for the replacement parts or product. The repair or replacement shall be performed during normal business hours at the rates shown in the Lennox/Kirby Air schedule of rates in force at the time of the claim and which are available on our website. Furthermore Heatcraft reserve the right to allocate the work to a third party being an Authorized Lennox/Kirby Air Service Agent.
4. Any part or product replaced under this warranty 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, whichever is the greater.
5. Except where inconsistent with the owners statutory rights given by this warranty, all other warranties and all liability of Kirby for any loss or damage direct and consequential (including loss of profits) is expressly excluded.
6. Extended parts only warranty 10 years from the commissioning date as stated in Part 2. On gas heat exchangers
 - g. Freight charges including insurance or travelling cost for repairs performed outside the area normally serviced by Heatcraft Authorized Service Agents;
 - h. Products which have been installed in a transportable or mobile application (e.g. caravan, portable/transportable homes or boats);
 - i. Products which have been reinstalled at a location other than the original location;
 - j. Any consumable item (e.g. batteries, filters, belts,) supplied with the Product unless the item is shown to be defective at the time of purchase;
 - k. Damage or problems or unsatisfactory performance caused directly or indirectly by the operation of the equipment in an environment where;
 - i. Operation in an environment where climate comfort of humans is not the primary function of the Product; or
 - ii. Operation at conditions outside the operating conditions specified in Lennox technical literature applicable to the Product; or
 - iii. Misapplication of the Product; or
 - iv. Incorrect use or installation of any consumable; or
 - v. Failure to check and clear obstructions in both the indoor and outdoor sections of the Product, including the air filters, vents, coils and drainage pipes; or
 - vi. Exhausted, leaking or used batteries.

Our goods come with guarantees that cannot exclude under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonable foreseeable loss or damage. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure.

Please note that the rights under Australian Consumer law are limited in circumstances, where the purchaser of a Lennox /Kirby Air Product is not a 'Consumer'. You are a Consumer only if the price of the goods is below \$40,000 or the goods are of a kind ordinarily acquired for personal, domestic household use or consumption.

7. **THE WARRANTY DOES NOT COVER:**
 - a. Damage or problems or unsatisfactory performance caused to the Product by faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, over transients or electromagnetic interference not originating within the Product including solar power supply fluctuations and inadequacies;
 - b. Damage or problems or unsatisfactory performance resulting from incorrect installation or commissioning;
 - c. Damage or problems or unsatisfactory performance caused by the use of an accessory, component or product not supplied as part of the Product e.g. Condensate Pumps or none Lennox approved controllers.
 - d. Damage or problems or unsatisfactory performance caused by storm, fire, flood, hail, atmospheric fallout, vandalism, misuse, negligence, acts of God, earthquake, war, vermin, foreign matter entering the Product (e.g. dirt and moisture) or any outside agency.
 - e. Damage or deterioration to the external surfaces or refrigeration coils caused by normal weathering or corrosive atmospheric conditions such as but not limited to industrial pollution, corrosive chemicals or sea air;
 - f. Any costs associated with gaining acceptable service access to Product installed in restricted or unsafe (e.g. high) locations;
8. **THE PURCHASER IS RESPONSIBLE FOR :**
 - a. The correct operation and regular maintenance of the Product as noted below. The correction of any non-Product fault or problem is not covered by this warranty;
 - b. Operation of the Product is in accordance with the operating instructions;
 - c. Carrying out periodic maintenance of the Product, in the case of residential once every 6 months and in the case of commercial once every 3 months;
 - d. Regular cleaning of the air filter (s) and the replacement where necessary;
 - e. Ensuring that the air inlet and the outlet on the outdoor units is kept clear of any obstructions (e.g. dirt, leaves, plants);
 - f. Ensuring that the condensate drain is kept clean;
 - g. Replacement of exhausted batteries;
9. In respect of any goods supplied under the contract where the price is more than \$40,000 or the goods are not of a kind ordinarily acquired for the personal domestic household use or consumption, unless the owner establishes the following limitation of liability would not be fair and reasonable, the liability of Kirby for any defect of design, materials or workmanship will be limited to any of the following as determined by Heatcraft.
 - a. Replacing the Product or supplying equivalent Product;
 - b. Repairing the Product;
 - c. Paying the cost of replacement of the Product or acquiring equivalent Product or;
 - d. Paying the cost of having Product repaired.

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To register this Lennox/Kirby Air Product warranty, please complete the section below and return a copy to Lennox Heating & Air Conditioning c/o Kirby Pty Ltd, Locked Bag 63, Wetherill Park, NSW 1851. Alternatively, you can register online at www.lennoxus.com.au.

PLEASE PRINT AND COMPLETE ALL SECTIONS BELOW

Customer Name:

Address:

Suburb: State: Postcode:

Company Name (installer):

Technician Name:

Phone/Contact No.

Date of Installation: Model No:

Outdoor Units Serial No. Outdoor Units Serial No.

Application: Commercial Application () Residential Application ()

Technician Signature:

To get your unit repaired under this warranty contact your Installer or your nearest Kirby office by calling **13 23 50** in Australia. Both this document and your proof of purchase must be presented.

If your unit will not operate – complete the following checklist before you call for service;

- ✓ Check operation of the remote control and that the batteries are in charged condition
- ✓ Is the fuel/power turned on and available?
- ✓ Clean the filter
- ✓ Some products are equipped with manual lockout or manual reset devices. Reset if necessary. Check with your installer or operating instructions. **CAUTION:** Do not reset more than once. If the unit continues to malfunction, call your service agent.

When calling your local service agent be prepared to supply them with the complete model number of the equipment, along with the serial number and installation date. Also be prepared to give them an accurate description (as best you can) of the problem.

In order to maintain high efficiency in operation and conserve energy use, we recommend an annual maintenance program. Such programs are available from your Lennox/Kirby Air Dealer and will help increase the serviceable life of the Product and your investment. Talk to your Dealer/Installer for more information and to explain the benefits of an annual **PLANNED SERVICE AGREEMENT**.

