

Kirby HVAC&R WARRANTY POLICY

GENERAL WARRANTY CONDITIONS

Kirby HVAC&R monitors the quality of the refrigeration, air conditioning products and components it sells to stringent standards and is pleased to provide comprehensive warranties to deliver customer satisfaction and confidence.

1. The warranties given under these General Warranty Conditions are given in favour of a purchaser (“**Buyer**”) of a new Kirby product (“**Goods**”) in Australia only, by Kirby HVAC&R (ABN 42624910041), of Locked Bag 63, Wetherill Park, NSW 1851 Ph – 02 9774 7155. Email: warranty@kirbyhvacr.com.au
 2. **Goods sold to consumers as defined under section 3 of the Australian Consumer Law (“ACL”) come with ACL guarantees that cannot be excluded.** If the Buyer is such a consumer:
 - (a) it is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable damage; and
 - (b) It is entitled to have the Goods repaired or replaced if the Goods fail to be of an acceptable quality and the failure does not amount to a major failure.This warranty against defects is given in addition to other rights and remedies of the Buyer under law.
 3. Buyers acquiring the Goods for the purpose of:
 - a) re-supply or using them up or transforming them in trade or commerce in the course of:
 - i) a process of production or manufacture; or
 - ii) repairing or treating other goods or fixtures on land; or
 - b) non personal, domestic, household use or consumption;are not “consumers” under the ACL , and clause 2 does not apply to them.
 4. Kirby warrants to the Buyer that Goods will be free from manufacturing defects due to faulty manufacture or materials, for a minimum of twelve (12) months from the original date of sale (invoice date), subject to this Policy and Kirby’s terms and conditions of sale and hire, which are provided on Kirby’s website www.kirbyhvacr.com.au (which prevail in the event of conflict), Price Guides and any agreed written variations.

The warranties and remedies in this Policy are exclusive and in lieu of all other conditions and warranties which might otherwise apply, which are expressly excluded to the extent permitted by law.
 5. The express warranty in Clause 4 is subject to the following conditions:
 - a) Kirby’s obligations shall be limited to making good by repair or replacement, at our discretion, any such defects as may prove to our satisfaction to have resulted from faulty manufacture or materials within the warranty period.
 6. Kirby may review this Policy from time to time and reserves the right to change it.
- The repair or replacement shall be performed during normal business hours by Kirby at our manufacturing facility or at the Buyer’s site by a repair agent authorised by Kirby.
- b) In no event shall Kirby be liable for consequential damage or for any amount greater than the price paid by the Buyer for the Goods. Kirby is not liable for any food or product loss, refrigerant loss or any other consequential losses (including cost of labour and/or material) that may occur because of, or associated with, any failure or stoppage of Kirby Goods, nor for any repairs or replacements that may be effected by the Buyer or a third party, except where specific approval has first been obtained.
 - c) It is incumbent upon the Buyer to apply and use the Goods strictly in accordance with the manufacturer’s application, installation and operation instructions, applicable standards and industry practice. Any defect or failure resulting from misapplication, alteration, misuse or abuse or due to any other contributing factor beyond Kirby’s control, automatically voids this warranty.
 - d) This warranty is conditional upon any defective Goods being returned to Kirby’s manufacturing or distribution facilities with all freight and associated forwarding charges prepaid. Such returns will remain the customer’s property until repaired, replaced or otherwise dealt with under this Policy.
 - e) No responsibility is accepted for damage in transit, and customers should therefore arrange their own “In Transit” insurance cover.
 - f) For Compressors, a claim lodged by the Buyer under this warranty requires assessment, inspection and testing by Kirby as follows:
 - i) Hermetic Compressors will be cut open and destroyed in the assessment process and Semi hermetic compressors disassembled to determine if a fault exists,
 - ii) An assessment report will be provided within 28 days. If the claim is approved a credit will issued. If the claim is rejected Kirby reserves the right to charge a fee to cover cost of assessing the claim, and
 - iii) Compressors will be sent for salvage unless Buyer has nominated for it to be returned on the compressor assessment form and provided the necessary return shipping details, at Buyer’s cost.

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7. ADDITIONAL SPECIFIC WARRANTY PERIODS AND CONDITIONS RELATING TO INSTALLED EQUIPMENT

NOTWITHSTANDING THE WARRANTY PERIOD STATED IN CLAUSE 4 OF THIS POLICY THE FOLLOWING WARRANTY PERIODS AND CONDITIONS APPLY FOR COMMERCIAL REFRIGERATION AND AIR-CONDITIONING EQUIPMENT;

Commercial Refrigeration Products Group	
“KIRBY” or “BOHN” branded compressorised products such as Condensing Units, Single Compressor, Basic Units, Multiple Compressor Racks and Packaged Units or heat transfer products such as Remote Condensers and Evaporators conditional Parts and Labour based on the applicable Kirby’s standard rate schedule, which is updated from time to time to reflect current industry rates, at Kirby’s sole discretion.	Parts; 24 months Labour; Warrantable faults on commissioning (start-up) of equipment only.
Other non “KIRBY” or “BOHN” branded commercial refrigeration equipment conditional Parts Only or as provided by the supplier/manufacturer.	12 months
Compressors; replacement of Compressor/Parts only or as provided by the supplier/manufacturer.	12 Months
Commercial and Residential Air-conditioning Products Group	
“LENNOX/Kirby Air” branded air-conditioning equipment; Gas Furnaces, Add-on Cooling, Window units, High Wall Split units, Spilt Ducted and Multi Head units, as per Warranty details supplied with the units the following apply:-	
<ul style="list-style-type: none"> Residential Applications; conditional Parts and Labour based on the applicable Lennox/Kirby Air standard rate schedule, which may be updated from time to time to reflect current industry rates, at Kirby’s sole discretion. 	5 Years
<ul style="list-style-type: none"> Additionally for the gas exchanger in a LENNOX/Kirby Air Gas furnace a further 5 years Part Only is offered. 	10 Years (cumulatively)
<ul style="list-style-type: none"> Commercial Application; conditional Parts and Labour based on the applicable Lennox/Kirby Air standard rate schedule, which may be updated from time to time to reflect current industry rates, at Kirby’s sole discretion. 	2 Years
<ul style="list-style-type: none"> Industrial Applications; conditional Parts Only 	12 months
Other non “LENNOX” branded equipment; as provided by the supplier/manufacturer.	N/A

The following general references must also have been appropriately actioned:

- Kirby or equipment manufacturer’s product installation instructions, including where so requested, to complete and return of the commissioning record cards to Kirby Warranty Administration warranty@kirbyhvacr.com.au within 30 days of installation,
- HB40 Refrigeration & Air conditioning Code of Good Practice, and
- Any applicable Australia Standard.

Failure to ensure this may render this warranty null and void.

8. THE WARRANTIES IN THIS WARRANTY POLICY DO NOT COVER (subject to applicable laws):

- Damage or problems or unsatisfactory performance caused to the Goods by faulty or incorrect external electrical wiring, incorrect power supply, voltage fluctuations, over transients or electromagnetic interference not originating within the Goods including solar power supply fluctuations and inadequacies;
- Damage or problems or unsatisfactory performance resulting from incorrect installation or commissioning;
- Damage or problems or unsatisfactory performance caused by the use of an accessory, component or product not supplied as part of the Goods e.g. Condensate Pumps or non-approved controllers.
- 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 Goods (e.g. dirt and moisture) or any outside agency.
- 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;

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- Any costs associated with gaining acceptable service access to Goods installed in restricted or unsafe (e.g. high) locations;
- Travelling cost and freight charges for repairs performed outside the area normally serviced by Kirby authorized repair agents, nominally a 40 km radius from a Kirby location;
- Goods which have been installed in a transportable or mobile application (e.g. caravan, portable/transportable homes or boats);
- Goods which have been reinstalled at a location other than the original location;
- Any consumable item (e.g. batteries, filters, belts, remote controls) supplied with the Goods unless the item is shown to be defective at the time of purchase;
- Damage or problems or unsatisfactory performance caused directly or indirectly by the operation of the equipment in an environment where;
 - Operating at conditions outside the operating conditions specified in applicable product technical literature; or
 - Misapplication of the Goods; or
 - Incorrect use or installation of any consumable; or
 - In the case of Air-conditioning equipment, failure to check and clear obstructions in both the indoor and outdoor sections of the Goods, including the air filters, vents, coils and drainage pipes.