



Warranty Registration

Please complete the following details and retain with the original purchase docket
- the bottom section is to be filled out and returned to Brivis Climate Systems Pty Ltd

Owner's Name:

Address:

Suburb: State: Postcode:

Model No(s): Serial No:

Date of Purchase:/...../..... Invoice No:

Store from which product was purchased:

Installer's Name: Installer's Telephone Number:

National Service & Warranty

For Australia call 1300 BRIVIS
brivis.com.au

Prior to calling for Service or Warranty, please ensure you refer to your Operating Instruction Manual, and in particular the Troubleshooting Section.

Note: Non-Product faults are not covered by Warranty.



**Please return to : Brivis Climate Systems Pty Ltd
PO Box 280, Braeside, Victoria, 3195**

Owner's Name:

Address:

Suburb: State: Postcode:

Model No(s): Serial No:

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Terms of Warranty - Australia and New Zealand

Brivis Climate Systems Pty. Ltd. ABN 64 096 079 088, AU24752 61 Malcolm Road, Braeside, VIC 3195.

1. Definitions

The terms listed below shall have the following meanings:

"Authorised Service Representative" means an independent service contractor authorised by Brivis or Brivis service personnel.

"Brivis" means Brivis Climate Systems Pty Ltd ABN 64 096 079 088 and any related company.

"Certificate(s) of Compliance" means certificate(s) issued by licensed personnel including plumbers, refrigeration mechanics, electricians or other relevant trades people to certify that any prescribed works comply with applicable regulatory requirements.

"Certificate(s) of Occupancy" means certificate(s) issued by the local council which certifies that a home can be occupied.

"Installation Site" means the site at which the Product is originally installed.

"Normal Business Hours" means 8:30am to 5:00pm week days excluding public holidays.

"Operating Instructions" means the user manual or other documentation which provides detailed instructions on the proper operation and maintenance of the Product.

"Other Applications" means any Product used for non-Residential and Light Commercial Applications. Other Applications may include but are not limited to factory, IT/Server room, telephone exchange, processing area (e.g. bakery, kitchen, warehouse, swimming pool, agricultural facilities such as a nursery) and any Product which has been installed, for whatever purpose, as a retrofit component to an existing system.

"Purchaser" means the end user of the Product, the person named as owner in the warranty certificate, the holder of the Proof of Purchase or the holder of a property transfer document where the Product is included as part of the chattels.

"Product" means the equipment purchased by the Purchaser and described in Section 2 of this document.

"Proof of Purchase" means a Tax Invoice or Receipt in respect of the Product. In the case of new constructions, a Certificate of Occupancy or a Certificate of Compliance that details the date of installation or commissioning will suffice.

"Qualified Installer" means the qualified installation contractor who is responsible for performing the installation work in the manner prescribed by local and statutory regulations, including compliance with any relevant Australian Standards, and to Brivis specification.

"Residential & Light Commercial Applications" means any Product for use in both residential and light commercial applications.

For example homes, offices, hotels, apartments, nursing homes, hospitals, health care premises, shopping centres, retail stores where the Product is solely used for the purpose of human comfort under standard operating conditions.

2. Terms of Warranty

2.1 Subject to these terms of warranty, the Product is warranted to be free from defects in materials and factory workmanship for the period set out in the table below.

PRODUCT	PRODUCT GROUP	PARTS	LABOUR	WARRANTY START
APAC	ALL PRODUCT GROUPS	1 YEAR (Note 1)	N/A (Note 1)	Date of commissioning (Note 3)
BRIVIS	RESIDENTIAL & LIGHT COMMERCIAL (Evaporative Coolers & Gas Heaters)	3 YEARS (Note 1)	3 YEARS (Note 1)	Date of Purchase
	RESIDENTIAL & LIGHT COMMERCIAL (Refrigerative Airconditioning Products)	5 YEARS	5 YEARS	Date of Purchase
	Heat Exchangers & Burners: Evaporative Coolers (structural components only)	10 YEARS	N/A	Date of Purchase
AFTER MARKET	Spare Parts	1 YEAR	N/A	Date of Purchase

NOTE: Must be read in conjunction with product specific manuals.

OTHER APPLICATIONS

ALL PRODUCTS	ALL PRODUCT GROUPS	1 YEAR	N/A (Note 2)	Date of commissioning (Note 3)
Note 1 Note 2 Note 3	Extended warranty available on selected models. Please consult your Qualified Installer or your local Brivis office for details. Labour warranty does not apply to any Product which has been used for any purpose other than artificially heating or cooling the air within a building or room for human comfort. Or 18 months from the date of the Brivis invoice.			

2.2 Brivis will determine, in its sole discretion, which classification the Product fits into and the corresponding Warranty that shall apply.

2.3 An Authorised Service Representative will repair or replace, at its option, the Product or any part of the Product that its examination shows to be defective. The repair or replacement shall be performed during Normal Business Hours by an Authorised Service Representative. Repair by non-authorised agents may void the Warranty.

2.4 The Warranty of the Product requires that, in addition to all other conditions, the Purchaser conducts regular and/or preventative maintenance as may be specified by Brivis (e.g. Operating Instructions) and required by the level of usage and the usage environment, including the use of correct and uncontaminated refrigerants and lubricants.

3. Conditions of Warranty

3.1 The Purchaser may only obtain the benefit of the Warranty if the Purchaser:

- (a) notifies Brivis within 30 days of a defect developing, that a claim is being made under this Warranty;
- (b) provides, in support of the claim made under this Warranty, a Proof of Purchase.

3.2 This document represents the only warranty given by Brivis and no other person or organisation is authorised by Brivis to offer any alternative.

3.3 The benefits given by this Warranty are in addition to other rights and remedies under a law in relation to the goods or services to which the warranty relates.

4. Exclusions

4.1 This Warranty does NOT cover:

- (a) damage, problems or failure resulting from improper operation and/or inadequate maintenance by the Purchaser (refer purchases Responsibilities section below);
- (b) damage, problems or failure resulting from improper or faulty installation. The Product must be installed by a Qualified Installer in accordance with applicable regulations. Where applicable, Certificate(s) of Compliance must be obtained by the purchaser from Qualified Installer and presented to the Authorised Service Representative.
- (c) damage, problems or failure by factors external to the Product including, but not limited to, faulty or poor external electrical wiring, incorrect or faulty power supply, voltage fluctuations, over voltage transients or electromagnetic interference, inadequate or faulty gas, drainage services, or water services, including water pressure, and non potable water.
- (d) damage, problems or failure caused by acts of God, fire, wind, lightning, flood, storm, vandalism, earthquake, war, civil insurrection, misuse, abuse, negligence, accident, pests, animals, pets, vermin, insects, spiders or entry of foreign objects or matter into the Product such as dirt, debris, soot or moisture;
- (e) damage, problems or failure caused by weather including, but not limited to, hail, salt or other corrosive substances;
- (f) product which has been installed in a portable or mobile building, structure or application including, but not limited to, a caravan or boat;
- (g) product which is being re-installed at a location other than the original installation site;
- (h) any consumable item supplied with the Product including, but not limited to, and air filter, battery, fan belt, igniter or cooler pad;
- (i) installation of third-party components that may be attached to the Product. These include, but are not limited to, control wiring, ducting, return air filter(s) grille, register, diffuser, zone motors, controls/thermostats, pipe work and fabricated or added components. These items remain solely the responsibility of the Qualified installer.
- (j) installations where electrics/electronics maybe subjected to moisture/chemicals (e.g. swimming pools or nurseries);
- (k) any repair, which is needed as a result of an accident, misuse, abuse or negligence;
- (l) product that is utilised in an environment (indoor and outdoor) outside its specified operating range; and
- (m) fair wear and tear to the Product.

5. Limitations

5.1 Product fitness for purpose and overall system design, sizing and application are not the responsibility of Brivis. This includes but is not limited to the heat load calculations, airflow and system balancing.

5.2 This Warranty does not apply to any Product installation site which is outside Australia or New Zealand.

5.3 Except where inconsistent with the purchaser's statutory rights and the rights given by this Warranty, all of the warranties and all liabilities of Brivis or any direct, special, indirect or consequential loss or damage, any damage or expense for personal injury or any loss or destruction of property arising directly or indirectly from the use or inability to use the Product or any of its parts and servicing the Product, is expressly excluded.

6. Travel, Transport & Access Costs

6.1 The Purchaser must pay freight charges, in-transit insurance expenses and/or travelling costs for repairs/replacements that are required to be performed 100km or more from the nearest Brivis branch or Authorised Service Representative.

6.2 the purchaser must pay all costs in respect of:

- (a) making the Product accessible for service. For example, restricted access or working at heights;
- (b) providing a safe working environment for installation, service, maintenance or repair of the product;
- (c) any surcharge applicable in respect of replacement parts outside Normal Business Hours.

7. Purchase's Responsibilities

7.1 The purchaser must operate and maintain the Product in accordance with the Operating Instructions including conducting an appropriate number of services to the unit during the Warranty period based on usage and the usage environment including but not limited to:

- (a) regularly cleaning the air filter(s) and replacing them where necessary;
- (b) replacing expired batteries or other consumables as required;
- (c) ensuring that the condensate drain is kept clean and clear of obstructions;
- (d) ensuring that outdoor units have unrestricted airflow and adequate clearances;
- (e) ensuring that additional corrosion protection is applied the Product if it is installed on a corrosive environment, for example, close to the sea.

8. Statutory Rights

8.1 Australian purchase's have their benefit of statutory rights and nothing in these terms of Warranty has the effect of excluding, restricting or modifying those rights. 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 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 the failure does not amount to a major failure.

8.2 For New Zealand purchase's, nothing in these terms of Warranty is intended to limit the rights you may have under the Consumer Guarantees Act 1993. The Consumer Guarantees Act 1993 does not apply if the Product is acquired for the purpose of a " business" (as defined in the Act).

For Australian Warranty claims call 1300 BRIVIS or send to Brivis Warranty Claims 61 Malcolm Road, Braeside, VIC 3195.

for New Zealand Warranty Service call 0800 WARMAIR (0800 9276 247)- Brivis only.

The PURCHASER WILL BE CHARGED for work done or a service call(s) if:-

the problem is not covered by these terms of warranty;

there is nothing wrong with the product (e.g. instructing Purchaser on the operation of the Product and/or controls); or if the Purchaser is unable to provide Proof of Purchase validating that the Product is within the Warranty period. We recommend that you read the operating instructions, and in particular the troubleshooting section of the Operating instructions, before you make a Warranty service call. Proof of Purchase must be presented.

Warranty Certificate

Please complete the following details and return with the original purchase docket
-the form attached on the bottom is to be filled out and returned

Owner's Name:

Address:

Suburb: State: Postcode:

Model No(s): Serial No:

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National Service & Warranty

For Australia call 1300 BRIVIS (1300 274 847)

For New Zealand call 0800 WARMAIR (0800 9276 247) – BRIVIS only.

Prior to calling for Service or Warranty, please ensure you refer to your Operating Instruction Manual, and in particular the Troubleshooting section.

Note: Installation faults are not covered by Warranty.

www.brivis.com.au

Effective 1st September 2010

Warranty Registration

Or alternatively go to www.brivis.com.au/warranty registration

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For all your Sales and Service enquiries call us on **1300 BRIVIS** (1300 274 847).

www.brivis.com.au

Brivis Australia

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email: sales@warmair.co.nz

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