

## WARRANTY INFORMATION

1. This product (**Supplies**) comes with the warranty set out below at clause 5 (**Warranty**).

2. This Warranty is provided by:

Wise Living Pty Ltd ACN 127 961 899 ☐

Albury Consolidated Industries Pty. Ltd. ACN 087 962 338 ☐

Hurlcon Hydronic Heating Pty Ltd ACN 636 228 110 ☐

Metal Dynamics Pty Ltd ACN 088 256 204 ☐

Thermalux Pty Ltd ACN 003 646 875 ☐

(we, us, our).

3. For all queries in relation to a Warranty provided by us, you can contact the WiseLiving Group at [warranties@wiseliving.com.au](mailto:warranties@wiseliving.com.au) or mail us at Att: Warranties Department c/- PO Box 565 Albury NSW 2640.

4. This Warranty Information applies in conjunction with our Trade Terms and gives you specific legal rights. All capitalised terms that are undefined in this Warranty Information adopt the corresponding meaning set out in the Trade Terms, a copy of which is available on our Site and attached to your invoice.

### WARRANTY SCOPE

5. We warrant that the Supplies are free from defects in material and workmanship under normal domestic use and service for the period set out in column 2 of the table in clause 0 (**Warranty Period**), subject to compliance with the claims process and exclusions set out below.

6. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

6.1. to cancel your service contract with us; and

6.2. to a refund for the unused portion, or to compensation for its reduced value.

7. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

8. You may also have other or additional legal rights under the laws of your jurisdiction in respect of the Supplies. The disclaimers, exclusions, and limitations of liability under this Warranty Information will not apply to the extent prohibited by applicable law.

### PRODUCT WARRANTY PERIOD

9. The Warranty Period for each of the Supplies in column 1 of the table below applies for the Warranty Period set out in column 2 of the table below:

Column 1 – Supplies	Column 2 – Warranty Period
Stainless steel hot water storage tanks	15 years subject to pro-rata warranty – see clause 12
Wood stoves	10 years from the date of original purchase
All boilers and boiler units	5 years from the date of original purchase

### CLAIM PROCESS

10. If the Supplies are returned to us during the Warranty Period as provided below, and we determine that the Supplies are defective, subject to clause 20, we will either:

10.1. repair the Supplies;

10.2. replace the Supplies or any defective components or parts with a new or refurbished Supplies, component or part; or

10.3. refund the original purchase price in return for the Supplies;

(collectively, the **Warranty Remedies**).

11. To be entitled to obtain the Warranty Remedies, you must:

11.1. if you purchased the Supplies:

11.1.1. from one of our authorised third-party retailers, dealers or installers, (**Authorised Dealer**) – contact your Authorised Dealer with the information described at clause 11.2 as soon as any issue, problem or defect is noticed; or

11.1.2. from us directly – send us a notice in writing to the WiseLiving Group at [warranties@wiseliving.com.au](mailto:warranties@wiseliving.com.au) or mail us at Att: Warranties Department c/- PO Box 565 Albury NSW 2640 which sets out/attaches the information described at clause 11.2;

11.2. for the purposes of notifying us or an Authorised Dealer in accordance with clause 11.1 of the claim, you must provide the following information:

11.2.1. your full contact details;

11.2.2. a description of the issue, including any error codes, and photos (if relevant);

11.2.3. your certificate of installation;

11.2.4. your original purchase invoice; and

11.2.5. a request for a warranty registration form;

11.3. immediately stop using the Supplies upon identifying the potential issue;

11.4. follow all instructions in the Specifications;

11.5. retain and provide to us or our Authorised Dealer on request all invoices or receipts in respect of the Supplies as proof of installation and sale;

11.6. at our discretion or the discretion of our Authorised Dealer, allow us to inspect the alleged defect in the Supplies; and

11.7. complete, return, and retain a copy of the warranty registration form that we or our Authorised Dealer provide you.

12. For those Supplies with a Warranty Period described as being subject to a 'pro-rata warranty', the costs we will pay in respect of providing Warranty Remedies is apportioned between you and us as follows:

Years from date of purchase	% of cost we will pay	% of cost you must pay
1	100%	0%
2	100%	0%
3	100%	0%
4	100%	0%
5	100%	0%
6	100%	0%
7	90%	10%
8	80%	20%
9	70%	30%
10	60%	40%
11	50%	50%
12	40%	60%
13	30%	70%
14	20%	80%
15	10%	90%

13. We may ask for additional information in relation to ascertaining whether the Warranty Remedies are available to you and failure to provide this additional information may limit your entitlement to the Warranty Remedies.
14. If we agree that you may return the Supplies, your Supplies must be removed and shipped to us freight prepaid at your expense; together with proof of purchase and all accessories, either its original packaging or packaging affording an equal degree of protection. The provision of Warranty Remedies may be subject to return of the Supplies to us in accordance with this clause, and you acknowledge that failure to return any of the accessories may result in a delay of refund payment or service and/or result in a reduction of your refund, a credit to us or an invoice for the missing accessories.
15. In providing the Warranty Remedies, we may furnish new or refurbished replacement parts on an exchange basis.
16. You agree to reimburse us for the inspection, testing and repair of returned Supplies determined by us not to be defective or which falls under one of the Warranty exclusions described below.
17. If repairs the subject of a claim under this Warranty are made by a third party not authorised by us, we are under no obligation to reimburse you for such expense except to the extent we would otherwise be liable under this Warranty. Undertaking authorised repairs does not relieve you of the requirement to make a claim in accordance with this Warranty.
18. In all cases, our determination as to whether Supplies are defective and covered by this Warranty will be final. You will pay all shipping and handling charges related to shipping back to you any Supplies that we determine not to be defective.
19. You agree to reimburse us in respect of all labour, travel, permits, or installation charges related to us removing, replacing, or installing the Supplies under the Warranty Remedies.

#### EXCLUSIONS FROM WARRANTY

20. The Warranty does not cover damage or defects to the Supplies due to, or caused by:
- 20.1. inappropriate, defective or negligent installation of the Supplies, including, as applicable:
- 20.1.1. installation that is in breach of or inconsistent with local, state or federal laws;
- 20.1.2. installation that is in breach of or inconsistent with standards issued, endorsed or distributed by Standards Australia or the International Organization for Standardisation;
- 20.1.3. installation in breach of or inconsistent with the Specifications; or

- 20.1.4. installation of the Supplies by an unlicensed or unaccredited installer;

- 20.2. forces beyond our reasonable control, such as internet or power outages, abnormal water supply or pressure, faulty plumbing or electrical wiring, effects of sludge or sediment as a result of connection to an unfiltered water supply (such as a spring, dam, bore, river, etc), power surges, fires, earthquakes, floods or other events commonly known or referred to as "force majeure," accident, misuse, abuse, negligence, commercial use or modification of, or to any part of your Supplies;
- 20.3. use of the Supplies in a commercial context, unless such commercial, non-residential use is agreed by us;
- 20.4. consequential or indirect loss or damage to buildings, carpets, insulations, furnishings, etc. caused by or as a result of a fault in or breach of Warranty of the Supplies;
- 20.5. any third-party product, service or system, use of the Supplies for purposes other than for which the Supplies was designed or intended, use in improper temperature, humidity or other unsuitable environmental conditions, or use of the Supplies in violation of written instructions provided by us;
- 20.6. normal wear and tear or aging;
- 20.7. improper transportation, repair, operation or maintenance of the Supplies;
- 20.8. connections to electricity or water supply other than as recommended;
- 20.9. attempted repair by anyone other than us;
- 20.10. use of the Supplies for purposes other than for which the Supplies was designed or intended;
- 20.11. misuse of the Supplies contrary to the Specifications or contrary to written instructions provided by us (which may be provided at the time of purchase or on our website); or
- 20.12. the following items, all of which may require normal service and upkeep to maintain as may be set out in the Specifications:
- 20.12.1. consumables and cosmetics, including – bricks, glass, seals, paint, grates etc.;
- 20.12.2. glass breakage;
- 20.12.3. discolouration of the surface or tarnishing of fittings;
- 20.12.4. any defect or damage to valves, pumps or controllers that form part of the Supplies.

#### DISCLAIMER OF WARRANTIES

21. To the fullest extent permitted by law, this Warranty and the Warranty Remedies are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied.
22. To the fullest extent permitted by law, our aggregate cumulative liability under a Warranty or in respect of a Warranty Remedy shall not exceed the original purchase price paid for the Supplies that caused such damage.