



Warranty Statement

This warranty is provided, and operates in addition to, the statutory warranties Malmart (Australia) Pty Ltd ("**Malmart**") provides to any consumer under the Australian Consumer Law (if applicable) or by virtue of any other applicable legislation.

Subject to the following conditions, we provide, from the date of purchase, the following warranty on Malmart devices and spare parts for products manufactured by Malmart and sold in Australia:

- Functional components found within the device to be defective in workmanship or material will be repaired or replaced free of charge subject to the periods of warranty specified in the table below.
- A decision regarding whether the defective components will be repaired or replaced will be determined at the sole discretion of Malmart or its authorised agents or representatives.
- The structural warranty covers any structural components within the device, which fail to perform their intended function due to faulty manufacture or deterioration within the warranty period.
- Parts replaced in devices under warranty are warranted for the balance of the original warranty period for that device.

Malmart Devices	
Device Components	Parts & Labour
Structural Guarantee	2 Years from Date of Purchase
All other components	2 Years from Date of Purchase

Malmart Spare Parts
1 Year from Date of Purchase

The installer is responsible for the correct installation, start up and demonstrating the operation of the product. They are also responsible for issuing the relevant certificates of compliance (these may differ from state to state).

CONDITIONS AND EXCLUSIONS

- Device must be installed and commissioned according to Malmart's instructions (outlined in Malmart Operation, Maintenance and Installation Manual) and operated to the purpose it was designed.
- Device must be serviced as instructed in the Operation, Maintenance and Installation Manuals.
- To the extent permitted by law, this warranty shall not cover damage, malfunction or failure resulting from accident, misuse or misapplication, improper or unauthorised repair, neglect or modification or use of unauthorised replacement parts or accessories, inclusive of detergent, or improper voltage. The warranty may be void if the serial number is removed or altered.
- Parts damaged in transit back to Malmart Leeton due to poor packaging could result in warranty claim being rejected in part or in full.
- Any part tampered with or which has been altered by unauthorised repairs and/or modifications will be rejected under a warranty claim to the extent permitted by law (to the extent the Australian Consumer Law applies, Malmart will assess the extent to which the tampering or unauthorised repairs contributed to the failure).



Warranty Statement (Cont.)

- Reasonable access must be allowed for maintenance. If any additional equipment is needed to provide access to the device, this must be provided (and paid for) by the owner.
- It is the owner's responsibility to provide safe access to the device. Malmet, or any of its authorised service agents, may refuse to perform maintenance or warranty work if access is unsafe, as determined by Malmet or any of its authorised service agents acting reasonably.
- Should a warranty claim be rejected you will be advised in writing with a full explanation of our reasons.
- Malmet have a Warranty Claim Procedure that is fair to our customers and provides an efficient system of replacement and/or repair of faulty parts. If at any time you believe we are not meeting our commitment to you please contact Malmet Head Office via email: info@malmet.com.au
- To the extent permitted by law, no responsibility will be accepted for outside elements including, but not limited to storms, pest and vermin that may cause damage to the device.
- To the extent permitted by law, no responsibility will be accepted for damage incurred as a result of, or incidental to, electrical surges or brown outs or for any other consequential damages.
- If there is no certificate of compliance for plumbing or electrical, Malmet reserves the right to refuse service on non-compliant installations.
- To the extent permitted by law, claims for damage to contents, carpet, ceilings, foundations or any other consequential loss either direct or indirect resulting from, power spikes, incorrect operation, incorrect installation, faulty product or any other cause, are excluded.
- This warranty, and to the extent permitted by law, any warranties owed by Malmet under the Australian Consumer Law or other applicable legislation, are not transferrable and cannot be sold, assigned or transferred in any other way from the purchaser to any other person.
- To the extent permitted by law, unauthorised use of any parts that were not supplied or approved for use in the applicable device by Malmet will result in this warranty and any warranty claims applicable to that device being void.
- Warranty labour (service work) shall not include devices located outside of city metropolitan areas of Melbourne, Sydney, Adelaide, Perth and Brisbane. Costs outside these areas shall be borne by the owner. The owner shall be notified of this prior to the warranty call out.
- Warranty labour (service work) shall be performed during normal business hours (Monday – Friday 7am – 4pm), excluding public holidays.
- Warranty relating to spare parts covers parts only and does not include any associated labour costs.

To the extent permitted by law, a charge will be made for work done or a service call made where:

- There is no fault apparent with the device, as determined by Malmet or its authorised representative or agent acting reasonably.
- The defective operation of the device is due to failure of electricity or water supply.
- Defects are caused by neglect, incorrect application, abuse or by accidental damage of the device.
- An unauthorised person has attempted to repair the device.
- Harsh environmental situations including, but not limited to, water quality that may cause the water tank damage cannot be covered under this warranty.



Warranty Statement (Cont.)

HOW TO MAKE A CLAIM UNDER THIS WARRANTY

If you believe there is a defect in a device you have purchased from Malmart, you must notify Malmart in writing of such defect, by sending an email (**Notice of Defect**) to info@malmart.com.au prior to the expiration of the applicable warranty period set out in this warranty.

For the avoidance of doubt, Malmart must receive your Notice of Defect prior to the expiration of the warranty period.

To the extent permitted by law, Malmart will not reimburse you for any expense you incur in claiming or attempting to make a claim for repair or replacement of a component under this warranty.

Please complete details below:

Date Purchased	Warranty Expiry Date
Sold To	For Service Contact

PROOF OF PURCHASE

Please retain your proof of purchase (receipt, invoice or commissioning certificate is accepted).

E.&O.E.

In the interest of continued product improvement, Malmart reserves the right to alter specifications without notice.

AUSTRALIAN CONSUMER LAW DISCLAIMER (APPLIES ONLY TO THE EXTENT YOU ARE A 'CONSUMER' WITHIN THE MEANING OF THE AUSTRALIAN CONSUMER LAW):

Malmart 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 reasonably foreseeable loss or damage. You are 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.