

# WARRANTY POLICY

Viewpark Group Pty Ltd



## 1. Applicability

1.1 This Warranty Policy applies to any Products sold and/or supplies by Armcor Air Solutions™ to a Purchaser and supersedes and terms and conditions of the Purchaser.

1.2 This Warranty Policy is also subject to the Terms and Conditions for the sale and supply of Products from Armcor Air Solutions™ ("Terms and Conditions"), a copy of which is available of the website [www.armcor.com.au](http://www.armcor.com.au) and forms part of any Quotation or Order Confirmation from, and any Contract with, Armcor Air Solutions™.

## 2. Definitions

2.1 "Contract" shall mean any and all agreements for the sale and/or supply of Product(s) from Armcor Air Solutions™.

2.2 "Parties" shall mean Armcor Air Solutions™ and the Purchaser jointly.

2.3 "Price" shall mean the price to be paid by the Purchaser for the Product(s) excluding Goods and Services Tax (GST).

2.4 "Product" shall mean the product(s) as set out in the Contract.

2.5 "Purchaser" shall mean any and all party / parties entering into a Contract with Armcor Air Solutions™ for the sale and/or supply of Product(s) by Armcor Air Solutions™.

## 3. Parts Warranty

3.1 Unless otherwise agreed in writing and subject to the terms and conditions of this Warranty Policy and the Terms and Conditions, Armcor Air Solutions™ warrants: That the Product(s) are free of manufacturing defects in material and workmanship, and the Products will deliver the rated capacity specified in the Quotation and published technical specifications for such Product.

3.2 If during a period of 12 months from the date of invoice ("Warranty Period") the Product manufactured by Armcor Air Solutions™ is found upon inspection by Armcor Air Solutions™ to have proved defective in design, material or workmanship under normal use and service and when properly installed, connected and commissioned as per the installation manual and instructions, Armcor Air Solutions™ will supply and exchange replacement Product or component part(s) (the rectification solution being the absolute discretion of Armcor Air Solutions™) free of charge to the Purchaser provided that the Purchaser has complied with these conditions of a warranty ("Warranty Conditions") including those in clauses 5 and 6.

3.3 The Warranty Period may be extended, if requested and confirmed in writing, so the 12-month period commences upon commissioning of the Product(s) provided that: The date of commissioning occurs within 3 months of the invoice date of the Product(s) and a commissioning report which specifies the date of commissioning is delivered to Armcor Air Solutions™ within 21 days of commissioning.

3.4 Unless prior agreement is given by Armcor Air Solutions™ in writing, any cost or expense incurred by any person removing, replacing, refitting or rebuilding the replacement Product or component part(s) shall be borne by the Purchaser except where Labour warranty has been specifically agreed and included in the sale.

3.5 If the Purchaser does not make a warranty claim within the Warranty Period, even if the defect occurs during the Warranty Period, the Purchaser shall lose all benefit of any Warranty.

3.6 Parts warranty does not include refrigeration gas, consumables, nitrogen, silver solder required for re-installation of any failed part.

## 4. Labour Warranty

4.1 Armcor Air Solutions™, at its absolute discretion, may offer a 12-month labour warranty ("Labour Warranty") at an additional specified cost subject to the Warranty Conditions and this clause 4.

4.2 The additional cost of labour warranty is;  
- 8% of the full purchase price where equipment is installed within 50km of capital city GPO, and has a nominal capacity less than 65Kw.  
- 10% of the full purchase price where equipment is installed outside 50km radius of capital city GPO, and/or has a nominated capacity above 65Kw. Labour warranty is not available for installation outside of Australia.

4.3 The Labour Warranty must be agreed, purchased and paid for at the point of sale prior to any Labour Warranty claim being actioned.

4.4 In addition to the benefits given by the Parts Warranty in clause 3, the Labour Warranty shall entitle the Purchaser, during the Warranty Period, having Armcor Air Solutions™ provide the labour for installing any replacement Products or component part(s) supplied pursuant to the Parts Warranty

4.5 The Labour covered by the Labour Warranty shall be undertaken: by Armcor Air Solutions™ or its sub-contractors or subject to the prior approval of Armcor Air Solutions™, by the Purchaser or its agents or subcontractors, provided that in these circumstances labour shall be no more than \$100.00 per hour and there shall be no charges for initial call out fees, quotations, travelling time, overtime, hire equipment or apprentice labour.

## 5. Warranty Conditions

Armcor Air Solutions™ obligation under and Parts Warranty or Labour Warranty will apply only if:

5.1 The full Price, GST and any other costs and charges pursuant to the Contract and the Terms and Conditions have been paid in full.

5.2 The Product(s) must be in its first installation.

5.3 The Product(s) must have been installed in compliance with all of the conditions specified in the installation manual and instruction supplied with the Product(s).

5.4 The Product(s) must be operated and serviced in strict accordance with the installation instructions, operation instructions, service instructions, industry standards and relevant Government and industry codes and regulations.

5.5 Product(s) that incorporate a refrigeration cycle and/or compressors must have a documented commissioning report which is available to Armcor Air Solutions. Failure to correctly commission equipment may void this warranty.

5.6 All onsite programming of High Level Interface (HLI) controls is specifically excluded and any claim for programming/reprogramming will not be accepted.

5.7 The Product(s) must not have been subject to misuse, negligence, damage or accident in transit where the customer is responsible for transport.

5.8 The Product(s) must not have been modified, altered or supplemented in any way whatsoever without prior written approval of such modifications alterations or supplements given by Armcor Air Solutions™.

5.9 No part of the Product(s) shall be considered defective due to compliance with information or instructions regarding the quality or use to the Product(s) given by someone other than Armcor Air Solutions™.

5.10 No part of the Product(s) shall be considered defective if it is properly characterised as a consumable or due to normal wear of deterioration.

5.11 Any identification or serial number on the Product(s) or the part(s) must not have been altered, defaced or removed.

5.12 The warranty is subject to inspection of the Product(s) or potentially defective parts of the Product(s) by Armcor Air Solutions™; although Armcor Air Solutions™ may in its sole discretion, waive the requirement for inspection.

5.13 The source of all part(s) supplied by Armcor Air Solutions™ pursuant to the Parts Warranty may be sourced from other suppliers, manufacturers or wholesalers.

5.14 Armcor Air Solutions™ shall not be liable for defects arising out of materials provided by or a design stipulated by the Purchaser, unless agreed to in the Quotation and Order Confirmation.

## 6. Making a Warranty Claim

6.1 In order for a Purchaser to make a claim under the Parts Warranty or the Labour Warranty, the Purchaser must complete an 'After Sales Service' Warranty Request Form, on our website, <https://armcor.com.au/after-sales/>; Full written details of the defect, fault or problem and if requested by Armcor Air Solutions™, photographs, servicing information, commissioning report, and/or delivery of the potentially defective part.

6.2 Any part(s) sent to Armcor Air Solutions™ must be accompanied by written details of the warranty claim and identification of the model and serial number of the Product(s)

6.3 In the event that Armcor Air Solutions provides a replacement part(s) the defective parts shall be returned and becomes the property of Armcor Air Solutions™. If the defective part(s) is not returned within 14 days the Purchaser shall be liable for the full cost of the transport of the replacement part(s).

## 7. Limitation of Liability

7.1 Except as expressly provided in this Warranty Policy, Armcor Air Solutions™ shall have no obligations or liabilities whatsoever to the Purchaser in respect of the delivered Product(s) or any part thereof. Consequently, without limiting the generality above, Armcor Air Solutions™ shall under no circumstances be liable to the Purchaser for liquidated damages, loss of production, loss of profit, loss of revenue, loss of use, cost of capital, cost connected with interruption of operation or other consequential or indirect loss or damages arising out of or in connection with any Product(s) supplied.

7.2 At the expiration of the Warranty Period all liability whatsoever on the part of Armcor Air Solutions™ ceases.

## 8. Force Majeure

8.1 If Armcor Air Solutions™ fails to fulfil its obligations pursuant to the Warranty Policy due to industrial disputes or any other circumstances beyond its reasonable control, which Armcor Air Solutions™ could have reasonably expected or taken into account and which consequences Armcor Air Solutions™ could not reasonably have avoided or overcome (including but not limited to fire, flood, power blackout, earthquake, war or delays in deliveries by sub-contractors) it shall be regarded as a case for relief and Armcor Air Solutions™ will not be liable for any damages or any other relief or remedies.

## 9. Summary of Warranty Provisions

9.1 Standard Parts Only Warranty - 12 Months from invoice date.

- Standard inclusion with all Armcor Air Solutions equipment.
- Subject to the conditions detailed in the 'Warranty Policy'.
- Claims must be made through the 'After Sales Service' form on our website.

9.2 Optional Labour Warranty - 12 Months from invoice date.

- Additional 8% of full purchase price – where equipment installed within 50km radius of capital city GPO and having a nominal capacity less than 65kW.
- Additional 10% of full purchase price – where equipment installed outside 50km radius of capital city GPO or having a nominal capacity greater than 65kW.

9.3 Extended Parts & Labour Warranty - 24 months from invoice date

- Additional 15% of full purchase price – where equipment installed within 50km radius of capital city GPO and having a nominal capacity less than 65kW.
- Additional 20% of full purchase price – where equipment installed outside 50km radius of capital city GPO or having a nominal capacity greater than 65kW.

9.4 The additional cost of Labour Warranty may be varied and will be outlined on all Armcor Air Solutions quotations.