

CRYSTELLA PTY LIMITED (CRYSTELLA) | WARRANTY NEW PRODUCTS (EXCLUDES SECONDS)

Crystella warrants to the original purchaser (the Purchaser) of the following commercial products supplied by Crystella ('the Goods') that the Goods will be free from defects and/or faults in materials and/or workmanship for the following periods from the date of invoice to the end user ('the Warranty Period'):

- **Crystella Water System** - Twelve (12) months for parts only. Parts will only be distributed to a licensed technician after analysis of the fault by Crystella. Compressors are required to be paid for before dispatch.
- **Crystella spare parts** – three (3 months) provided that the parts have been installed by a Crystella authorised service agent.

Crystella would like to stress the importance of reading all provided documentation and instructions PRIOR to the use of any Crystella product. Full instructions on the safe and appropriate operation of your unit, along with telephone support, are available in order to ensure that your new unit operates efficiently and to its capacity. Failure to follow instructions, especially involving setting of cabinets and start up, may result in the loss of or damage through incorrect operation of the unit.

Subject to the following conditions of this Warranty, if a defect and/or fault in parts is found during the Warranty Period, Crystella will replace or repair the Parts (at its option) without charge.

1. The Goods must have originated from Crystella and must be able to be identified by Crystella personnel as a Crystella product.
2. Before returning the part the subject of a claim under Warranty, the Purchaser must first obtain a return authorisation number from Crystella. The part then returned must be adequately packaged, accompanied by a copy of Crystella's sales invoice. Where applicable the specific unit serial number, date of purchase and date of installation must also be supplied at the same time.
3. Any claim made pursuant to the terms of the Warranty must be made within a reasonable time of the discovery of any potential fault or defect (within 7 days).
4. Acceptance of a claim under this Warranty is subject to an assessment of the Parts by Crystella, or its authorised agent, to determine the cause of the fault or defect prior to Crystella's authorisation.
5. Crystella is not liable for, and will not authorise pursuant parts to a claim under this Warranty for
 - Damage or failure of the Goods as a consequence of not removing packaging and transport materials before use;
 - Parts subject to wear and tear including but not limited to filters, oil, taps, fonts, hose, handles, pumps;
 - Goods which have not been installed in accordance with Crystella's and/or the manufacturers specifications;
 - Extraordinary and unforeseeable events (voltage surges, irregular electric power supply, natural events and disaster, riots etc);
 - Repairs or replacement of Goods (Parts) not bearing original serial numbers or compliance plates;
 - Damage caused to Goods (Parts) due to improper use of cleaning agents, detergents, bleaches or other chemical additives or agents of a corrosive nature;
 - Any damage arising from any modification of the Goods/Parts that has taken place without prior authorisation from Crystella;
 - Any use of the Goods/Parts for any reason other than its originally specified purpose;

- All units on mobile stands. Units not designed for regular movement on casters or legs;
 - Installation of Goods/Parts in places other than the original place (disassembly and reassembly in another place);
 - Carelessness, negligence or use other than that for which the Goods are designed;
 - Goods not performing correctly as a result of Goods being used in an environment whereby the ambient temperature and relative humidity are outside the operating parameters specified for those particular goods;
 - Unauthorised modifications to or tampering with the Goods;
 - Compressor failure due to:
 - » Insufficient regular maintenance (of the type specified by the relevant manufacturer) of components
 - Compressor failure due to: including but not limited to condensers, filters etc. ;
 - » Insufficient and/or irregular cleaning of the condenser (fortnightly & more frequently if required);
 - » Failure to provide adequate ventilation for goods as specified by the manufacturer;
 - » Fair wear and tear of the Goods.
6. Repairs to the Goods must not have been attempted by any person other than a licensed technician. Repairs attempted by a non licensed technician will void all warranty.
 7. Crystella is not liable for the costs of the licensed technician.
 8. Crystella is not liable for freight of parts.
 9. Crystella shall not be liable for any indirect or consequential loss, loss of profit or any other economic loss including without limitation product losses.
 10. The requirement for replacement of the Parts must not be due to misuse, neglect, accident, improper, installation, unauthorised modification or other abuse which in the reasonable opinion of Crystella was occasioned by the Purchaser or any agent or employee of the Purchaser.
 11. Crystella is not liable for, and will not authorise spares pursuant to a claim under this Warranty for Goods which are used in a mobile application. (All Goods are designed to be operated indoors in a permanent location. Movement of goods after installation should be restricted to whatever is required for routine cleaning and maintenance only).
 12. Crystella will not be responsible or liable for damage or loss caused during transport of the Goods and will not be liable for the cost of transport or testing of the goods unless at Crystella request.
 13. Crystella does not warrant the Parts where the Goods were installed and/or used in conjunction with goods of a supplier other than Crystella ('the other goods') in such a way as to exceed the capacity and/or performance capabilities of the Goods or the other goods and denies all liability for any damage whatsoever suffered by any person arising from such use.
 14. The obligation of Crystella in relation to the warranty, provided for in the previous paragraphs, is not valid in the following cases:
 - Installation does not conform to the instructions given in the Use and Maintenance handbook;

- Installation in places other than the original place (disassembly and reassembly in another place);
 - Carelessness, negligence or inability in use or use other than that for which the product is designed and/or dimensioned;
 - Modifications or tampering with the product
15. Please contact Crystella as soon as possible after discovery of a potential defect and/or fault with the Goods/Parts.
16. All warranty enquiries and/or claims should be directed to Crystella's Head Office via its postal address - PO Box 414, Ingleburn Post Shop, Ingleburn NSW 1890 or by telephoning 1300 222 552 (within Australia) or email to customerservice@crystella.com

In addition to the Warranty extended by Crystella to the Purchaser, the Australian Consumer Law requires that Crystella provide the following additional guarantees to consumers (as that word is defined by the Competition and Consumer Act) in respect of consumer goods (as defined by that Act) supplied in Australia.

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 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.

<https://www.crystella.com/>