YOUR PERSONAL WARRANTY RECORD

schweigen
simply *silent*

A copy of this warranty is included in the packaging of your Schweigen Home Appliances product, being one of the products stipulated under clause 1.2(a) (the "Product"). Please print out and keep a copy of this warranty together with your purchase receipt and other purchase records. Subject to these terms this warranty is provided by Schweigen Pty Ltd (ABN 53 124 141 322) ("we", "us", Schweigen or the "Company") to the original purchaser of the Product. The Product is manufactured by us..

1. Express Warranty

1.1 Subject to the terms of this document, we warrant that the Product will be free from defects caused by faulty workmanship or materials for the relevant Warranty Period ("Express Warranty"). The remedy for any breach of the Express Warranty will be repair or replacement of the Product pursuant to clause 1.6

Warranty Periods

1.2 The Express Warranty applies for the periods in accordance with clauses 1.2(a) and 1.2(b), such period commencing on the date on which the Product is purchased as a brand new product from a retailer authorised by us located in either Australia or New Zealand ("Warranty Period"):

(a) where the Product is for personal, domestic or household use:

Schweigen SteelFlex™	Limited Lifetime**
Schweigen Silent Rangehoods	5 Years***
Schweigen Design Rangehodds	5 Years
Schweigen X Rangehood	5 Years
Schweigen Exclusive Rangehood*: HN-6C, HN-6CB, HN-90UM, HN-90UMB, SW-220C, SW-220CB, GG-6C, GG-6C B, GG-901, WINU-6, WINU-9, NAUM-6, NAUM-9, TRI-900, TRI-900B, TSH-900, TSH-900B, GG-901B, NAUM-6B, NAUM-9B, WINU-6B, WINU-9B, SWU-6, SWU-6B, SWU-9, SWU-9B, BGUM-6B , BGUM-9B, EV-6UCQ, EV-9UCQ, TRI-600, TRI-600B, HZ-Series, RVC-Series	3 Years
Schweigen Onboard BBQ Alfresco Rangehood: CLUM210, CLUM212, CL6272, CL8912, CL8915, CL7372B, CL7372, CL7375B, CL7375, CL8912B, CL8915B, DBH1200	3 Years
Isodrive® Motor - 950 (ST), 1650 (SP), 1650 (SINL), 3000 (SP2), 3250 (SE), 950(STINL), 5000 (SE2)	Refer to the Isodrive® Motor Warranty card
Ecodrive Motors - IL750, IL1000, Ecodrive 850, Ecodrive 850(ET)	Refer to the Ecodrive Motor Warranty card
Schweigen Silent Exhaust Fan: BR550, BRW650, BRB750, BL500, BLW600, BLB700 (including motor and bundle variants)	Refer to Silent Exhaust Fan Warranty card

* Product that is sold exclusively from a particular dealer and is not available at other dealers. Please check the warranty provided in the packaging.

** Further to the terms of this Express Warranty, this Product is subject to the limited lifetime warranty terms contained within clause 1.8 of this Express Warranty.

*** Excluding the EV-6UCQ and EV-9UCQ

(b) where the Product is for any use other than in accordance with clause 1.2(a) (including business or commercial use), the warranty

(c) period for the products listed under clause 1.2(a) is 3 months from the date of purchase.

Original purchaser only

1.3 The Express Warranty applies exclusively to the first person who acquires the Product from the relevant retailer and warranty claims cannot be made by any other person.

Exclusion

1.4 The Express Warranty does not apply where:

a) the Product has been installed, used or operated otherwise than with the motors, components and accessories supplied by Schweigen; and or used in accordance with the product manual or other similar documentation provided to you with the Product;

(b) the Product requires repairs due to damage resulting from accident, misuse, incorrect installation, improper liquid spillage, incorrect cleaning or maintenance, unauthorised modification, use on an incorrect voltage, power surges or dips, voltage supply problems, tampering or unauthorised repairs by an persons, use of defective or incompatible accessories or exposure to corrosive conditions;

(c) you are unable to provide us with reasonable proof of your original purchase of the Product;

(d) the breakdown occurs after the expiry of the Warranty Period;

(e) the Product was not purchased in Australia or New Zealand as a brand new product;

(f) relevant damage or defects have not been reported to us in writing in accordance with clause 4.1;

(g) the Product has not been installed by a qualified installer with the pre-requisite qualifications and experience for proper installation of the product using the appropiate high-flow vent and ducting size; or

(h) the Product is used commercially for a project in a quantity greater than 1 unit, unless the written consent of the Company is obtained.

i) the Product, or any motor, ducting, filter, component or accessory used with the Product, requires repair, replacement, cleaning, treatment or remediation as a result of moisture, steam, vapour, condensation, water droplets or other liquid build-up within, on or around the Product, including any resulting mould, mildew, corrosion, staining, odour, swelling, deterioration or damage, except to the extent that such condition is caused solely and directly by a defect in materials or workmanship in the Product. Without limitation, the Express Warranty does not apply where such moisture or condensation arises from, or is contributed to by, installation site conditions, ambient temperature or humidity, inadequate ventilation, rangehood height, ducting design, ducting angle, ducting diameter, ducting length, ducting restrictions or bends, the use or operation of an induction, vitro-ceramic or similar cooktop, cookware selection, cooking method, prolonged boiling or steaming, failure to operate, clean or maintain the Product in accordance with the product manual, or any assessment, installation, remedial work or site-suitability decision by a person not engaged by Schweigen.

1.5 If the Product is installed in a damaged state, the Supplier, not the Company, will be responsible for the costs associated with the repair, replacement, removal and re-installation of the Product.

Repair or replacement

1.6 If you make a valid claim under the Express Warranty and the exclusions in clause 1.4 or elsewhere in this document do not apply, we will, at our election, either:

(a) repair the Product; or

(b) replace the Product with a product of identical specification (or, if the Product is superseded or no longer in stock, with a product of as close a specification as possible), and refurbished goods and parts may be used for such repairs or replacement. You are responsible for all expenses incidental to the installation of the replacement Product provided.

Items covered by a limited lifetime warranty

1.7 Schweigen SteelFlex™, Filters and GU10 LED globes in Products purchased from January 1st 2017 are covered for the duration of the item's functioning period by a lifetime warranty against fair wear and tear from normal use. You will be responsible for any costs associated with delivery (including postage and handling), service and/or installation where any such item is to be repaired or replaced.

1.8 Products for which the period of warranty is listed as being Limited Lifetime under the table listed under clause 1.2(a) are subject to the following:

(a) the limited lifetime warranty applies only in the case of manufacturing defects in the materials or workmanship of the Product; an

(b) the limited lifetime warranty shall not apply in the event of failure of the Product as a result of non-conformation with any applicable instructions for maintenance as stipulated by us.

2. Consumer guarantees

2.1 Nothing in this document excludes, restricts or modifies any right, remedy, guarantee, warranty or other term or condition that is imposed by law and cannot lawfully be excluded or limited ("Non-Excludable Provision"). This may include Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law"). If the Australian Consumer Law applies, please note the following:

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 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.

2.2 If you acquired the Product in New Zealand, similar provisions of the Consumer Guarantees Act 1993 (NZ) may apply but may be excluded if you acquired the Product for the purpose of a business.**Remedies limited**

2.3 If a Non-Excludable Provision applies and we are able to limit your remedy for a breach of that Non-Excludable Provision, then our liability for breach of that Non-Excludable Provision is limited to the following remedies (the choice of which is to be at the Company's sole discretion):

(a) in the case of goods: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or acquiring equivalent goods; and/or the payment of the cost of having the goods repaired; and

(b) in the case of services: the supply of the services again; and/or the payment of the cost of having services supplied again.

3. Disclaimer

3.1 To the maximum extent permitted by law, the Company and its directors, officers, employees, agents, consultants/contractors, licensors, partners and affiliates:

(a) disclaim all warranties (whether express, implied, statutory, or otherwise and including warranties of merchantability or fitness for a particular purpose) other than the Express Warranty;

(b) will not in any circumstances be liable for any consequential, indirect, incidental, special, punitive or exemplary damages including loss of profits, loss of goodwill, etc ("Consequential Loss"); and

(c) other than repair or replacement of the Product under clause 1.6 pursuant to the Express Warranty, exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be Consequential Loss or otherwise) arising directly or indirectly out of, or in connection with, the installation, repair or use of the Product by any person.

Domestic use only

3.2 The Product is designed, intended and supplied for normal domestic use only and, without limitation to clause 3.1(b), we will not in any circumstances be liable for any business-related losses.

Force majeure

3.3 To the maximum extent permitted by law, and without limiting any other provision of this document, the Company excludes liability for any delay in performing any of its obligations where such delay is caused by circumstances beyond the reasonable control of the Company, and the Company will be entitled to a reasonable extension of time for the performance of such obligations.

4. Claims under the Express Warranty

How to make a claim

4.1 To make a valid claim under the Express Warranty, you must:

(a) either:

(i) complete and return the service request form found on our website at the URL specified in clause 6; or

(ii) email us at email address specified in clause 6;

(b) lodge the claim with us as soon as possible and no later than 10 Business Days after you first become aware of the breakdown;

(c) provide us with the model and serial numbers of the Product, as applicable, together with reasonable proof of your original purchase of the Product from the retailer; and

(d) if required by us, provide us (or any person nominated by us) with access to the premises at which the Product is located at times nominated by us so that we can inspect the Product.

Cost of warranty claims

4.2 If you make a claim under the Express Warranty, an authorised repairer may need to attend your premises to inspect the Product. If the Product has been installed in such a way that the service agent is unable to reasonably access the Product, you will be responsible for ensuring that access is provided at your expense. We may charge you a service callout fee if:

(a) the service agent is required to travel more than 50 kilometres from our nearest service centre to your location; or

(b) the Product was not installed by an authorised agent of the Company and the service agent determines that the fault has arisen due to incorrect installation.

4.3 Services are provided between 9:00am and 5:00pm Monday to Friday on Business Days and a reasonable additional charge will apply if you require a service agent to attend outside of those hours.

5. General

Interpretation

5.1 In this document, the following rules of interpretation apply:

(a) headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in this document;

(b) the singular includes the plural and vice-versa;

(c) a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and

(d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

Severability

5.2 The provisions of this document are severable and, if any provision is held to be illegal, invalid or unenforceable under present or future law, that provision may be removed and the remaining provisions will be enforced.

Governing law and jurisdiction

5.3 The terms and conditions in this document will be governed in all respects by the laws of New South Wales, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and the courts of appeal from them.

Notices

5.4 A notice, consent or other communication under this document is only effective if it is in writing and it is received in full and legible form via the fax number, email address or website form specified in clause 6. It is regarded as received at the time and on the day when it is actually received, but if it is received on a day that is not a Business Day or after 5:00pm on a Business Day it is regarded as received at 9:00am on the following Business Day.

Australia Customer Support

Address: Unit 4/1-5 Lake Drive, Dingley Village, Vic 3172
Tel: 1300 881 693 (9:00am - 5:00pm AEST time)
Email: servicerequest@schweigen.com.au
Web: schweigen.com.au/book-a-service-request

New Zealand Customer Support

Address: Ground Floor, 165 The Strand Parnell, Auckland 1010
Tel: 0800 259 644 (9:00am - 5:00pm NZST time)
Email: servicerequest@schweigen.co.nz
Web: schweigen.co.nz/book-a-service-request

Please retain this Warranty Card and your Purchase Receipt in order to make a valid Guarantee Claim.