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HUXFORD REFRIGERATION
TERMS & CONDITIONS of WARRANTY

Huxford Refrigeration

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We “Huxford Refrigeration” reserve the right to modify and/or update any of our “Terms & Conditions” or “Policies” at any time. Please refer to our website “terms and conditions” page link (also found in the footer of all website pages) for the latest versions and more information: http://huxford.com.au/terms-and-conditions .

Below is the list of Huxford Refrigeration Terms & Conditions and/or Policies:

- **Huxford Refrigeration Terms & Conditions of Sale**
- **Huxford Refrigeration Terms & Conditions of Warranty (this document)**
- **Huxford Refrigeration Terms & Conditions of Website**
- **Huxford Refrigeration Privacy Policy**

Huxford Refrigeration Terms and Conditions of Warranty

Huxford Refrigeration **"Huxford"** warrants to the original purchaser **"customer"** who has purchased any of its following **"product/s"** that they be free from defects in workmanship and material for their respective periods. This is referred to as the **"Standard Warranty"**, **"Warranty"** or **"Warranty Period"**. It is, however, expressly agreed that to the extent permitted by Australian law.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You (the **customer** or purchaser) are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are entitled to have the **Huxford** products repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This warranty does not replace any previous communicated or implied warranty and is only applicable to products sold and registered after 1st March 2020 within Australia. For overseas or international customers specific warranty terms are negotiated on a "case by case" basis.

Definitions: “Standard Warranty”

Standard Warranty is the period of time in years of **warranty** the original purchaser (the “**customer”**) is entitled to for the **product**/s purchased, which starts from the date of **invoice**. This may also be referred to in this document as the **warranty period**.

HUXFORD REFRIGERATION

Standard Warranty

Should the **customer** find any defect in material or workmanship within the **Standard Warranty** / **Warranty Period**, **Huxford** will, at its sole discretion, either replace the **product/s** or repair the **product/s**, at no cost, subject to the following terms and conditions (**"Warranty"**).

1. The **Warranty** applies if and only if, the **customer** has used the **product/s** in accordance with the directions given by **Huxford** and strictly for the purpose to which the **product/s** is/are intended.

2. The **Warranty Period** begins on the original date of purchase, being the date stated on **Huxford**'s invoice or the invoice of **Huxford**'s authorised dealer ("invoice").

3. The **Warranty** is valid only for **product/s** originally purchased and used within Australia. For overseas and international customers **Warranty** terms should be negotiated with **Huxford** before purchasing.

4. The **Warranty** (**Standard Warranty** or **Warranty Period**) is non-transferable from the original purchaser (**customer**) and original delivery location.

5. **Standard Warranty** includes "Parts and Labour" for the Australian mainland only, it does not include any island not connected to the mainland of Australia. For example: Tasmania, Fraser Island, Stradbroke Island, Rottnest Island, Christmas Island and the Whitsunday Islands and similar islands are excluded due to their inaccessibility and remote locations.

6. **Warranty** is void if the units are used in mobile food trucks, vans, trailers, barges, ships and/or any other non-stationary environment.

7. **Warranty** is also void if the unit is placed outside in an open-air environment without any protection from rain or the elements.

8. The **Warranty** period is not applicable to "corporate" **customers**. The definition of a "corporate" **customer** is solely at the discretion of **Huxford** - but is generally considered any **customer** that:
    - does not pay standard retail price (as shown on the **Huxford** website)
    - or receive standard resellers discount (off **Huxford** website pricing, if applicable)
    - purchases multiple product and/or receives pricing less than the items above.

9. The **customer** *must* provide to **Huxford**, details of the invoice including serial number and model code when making a claim under the **Warranty**. **Warranty** claims or **Warranty Service Requests** must be made online at http://huxford.com.au/warranty/warranty-service-request.

10. Regardless of the **Warranty** claim outcome, credit card details must be provided for pre-authorisation before any **Warranty** inspection is actioned by **Huxford** - in the event that the claim is in fact not a **Warranty** claim. More than 50% of **Warranty** claims are actually not **Warranty** claimable. **Huxford** is NOT charging your credit card. A pre-authorisation is a five day security guarantee for payment only. The pre-authorisation fund is not held by **Huxford**, it is the institution of the **customer** that provides the credit card system or the authorising bank. The pre-authorisation fund is held on your card by your own issuing institution. The pre-authorisation amount is $200.00 plus GST.

    - Successful **Warranty claim** – In the event of a successful **Warranty** claim **Huxford** will not process the pre-authorisation, which expires 5 days after it has been processed.

    - Unsuccessful **Warranty claim** – In the event of unsuccessful **Warranty** claim **Huxford** will on-charge to the **customer**, the total service cost (invoice total from the service agent, which will be provided by email) plus an internal processing fee of $80.00 plus GST.

11. Incorrect or incomplete details may delay the processing of the claim. **Huxford** reserves the right to charge the **customer** for all reasonable expenses if the information provided by the **customer** is incorrect or the **product/s** was/were in fact not originally purchased by the **customer** directly from **Huxford**.

12. **Huxford** or its authorised agents, has the right to assess the **product/s** to determine the cause of the defect or **warranty** claim. The **customer** *must* make the **product/s** accessible for **Huxford** or its authorised agent to assess and, if applicable, to repair including removing all personal items in the way.

13. If **Huxford** deem the **Warranty** to be successful and a replacement is issued the **product/s** must be safely packaged ready for shipment by the **customer** with all original components, including but not limited to shelves, lightboxes, manuals and keys. Any missing parts will be charged to the **customer** at **Huxford** retail price. **Huxford** will not cover costs associated with other equipment that is inhibiting or preventing access to any of its **product/s** in the event or **Warranty** repair or replacement.

14. The **Warranty** does *not* apply:
    - If notice of the defect has not been given by the **customer** within the **Warranty Period**; or
    - If the defect arises from or in the reasonable opinion of **Huxford** or its authorised agent, is likely to arise from one or more of the following:
        - connection to improper, inadequate or faulty electricity;

- damage or failure as a consequence of not removing the packaging or transportation materials before use;
- natural wear and tear including but not limited to filters, fuses, lamps, batteries, handles, locks, hinges, glass or plastic components and liquid containing components;
- extraordinary or unforeseeable events including but not limited to voltage/power surges, irregular electric power supply, natural events or disasters such as flooding, earthquakes, riots and sabotage;
- improper use of cleaning agents, detergents, bleached or other chemical additives or agents of a corrosive nature;
- breakage, either intentionally or accidently, to any part of the **product/s**;
- any modification to, tampering with or repair or servicing of the **product/s** except by **Huxford** or its authorised agent or using parts not approved or authorised by **Huxford**;

- improper, reckless, negligent or unsuited use of the **product/s** including but not limited to:

  a) use of an unspecified purpose;
  b) use in an environment where the ambient temperature and relative humidity are outside the operating parameters specified for the **product**;
  c) movement of the **product/s** when operation for clarity, the **product/s** is/are designed for stationary operation only and must be connected directly to a fixed wall power supply;
  d) improper adjustment made such as to the analogue thermostat or digital controller when the **Product/s** is/are in operation;
- corrosion or damage caused by foreign objects externally or internally;
- engine, mechanical or technical failure (but not limited to compressor failure) due to one or more of the following:
  - inadequate and/or irregular maintenance of the type specified or recommended by its manufacturer/**Huxford**) of components including but not limited to condensers and filters;
  - inadequate and/or irregular cleaning of the condenser (fortnightly and more frequently if required);
  - failure to provide adequate ventilation for the **Product/s** as specified or recommended by its manufacturer/**Huxford**;
  - fair wear and tear
- to the full extent of permitted law our liability under **Huxford warranty** terms does not include:
  - any loss, cost, liability (which includes any loss of profits or any consequential loss) or damage of any kind, or expenses directly or indirectly rising from the use, or inability to use the goods or from any other cause
  - Breakage of glass.
  - Replacement of LED tubes or lighting.
  - Door gaskets/seals.
  - Plastic components.

15. **Huxford** is not responsible for any damage caused by transportation which includes third parties, freight forwarders, contractors and customer collection.

16. Any **warranty repair** must be undertaken either by **Huxford** or an agent authorised by **Huxford**. Otherwise, **Huxford** is entitled to void the **Warranty**.

17. The **Warranty Period** is not extended or renewed by any successful claim whereby the **product/s** is/are replaced or repaired.

18. **Huxford** makes no representation as the timeframe within which any repair can or will be carried out. In general, any repair will be restricted to normal business hours, Monday to Friday (8am – 4pm), excluding public holidays and weekends. **Huxford** is not liable for the cost of the authorised service agents other than the time specified in this point.
Huxford is not liable for a travelling time of more than 50 km's from an authorised service agent, or 30 minutes from the service agent, whichever is lessor.
For goods located outside this area, it is the **customer**s responsibility and cost to transport the goods back and forth. When the **customer** is not able to transport the goods, the **customer** shall be responsible to pay an upfront payment (as per item 8) for **Huxford** to arrange transportation of the goods, and/or to any necessary travelling expenses for **Huxford** service agents to attend the service.

19. **Warranty** back to base applies for any items that can be carried and placed into a standard vehicle (e.g.: counter tops or small ball coolers) is/are to be returned (or sent via pre-paid freight) to **Huxford** or its authorised agent. The **customer** shall agree to arrange pick up of the **product/s**, after it has been serviced.

20. Where **Huxford** elects to replace rather than repair a **product/s** but no identical replacement is available, **Huxford** has the right to replace the **product/s** with one of a similar standard and design that its available from its range. **Huxford** is not responsible for the re-packing and installation of any replacement.

This **Warranty** is provided by Huxford Refrigeration Australia, please direct any questions or comments to:

Privacy Officer
Huxford Refrigeration

Phone: 1800 489 367
Email: sales@huxford.com.au