

Appendix 1 – Australian Warranty and Contact Details

As the exclusive manufacturer and distributor of Culinaire products in Australia, Stoddart Manufacturing (Stoddart) would like to congratulate you on your purchase of a Culinaire product.

It should be noted by users of the product that it is not designed for household or domestic use and should not be used for this purpose.

This product is intended for commercial use, and in line with Australian electrical safety standards the following warnings are provided:

- This product is not intended for use by persons (including children) with reduced physical, sensory or mental capabilities, or lack of experience and knowledge, unless they have been given supervision or instruction concerning the use of the product by a person responsible for their safety. Children should be supervised to ensure that they do not play with the product.
- Users should also note that if the supply electricity cord is damaged in any way it should be replaced. Please contact Stoddart for parts and we will advise how to do this in order to avoid any electrical hazard.

Australian Warranty Policy & Procedure

Stoddart is committed to providing a comprehensive and fair warranty for all of its equipment. The warranty incorporates a commercial manufacturers' warranty, together with the consumer warranty provisions of the National Consumer Protection Act (2009).

1. Commercial Warranty

- 1.1 Stoddart warrants to the original purchaser ("**Customer**") of equipment manufactured or distributed by Stoddart that for **12 months** from the date of installation of the equipment by Customer (the "**Warranty Period**"), any defect in workmanship or material will, subject to clauses 1.2 and 3, be:
- a) Repaired without charge; or
 - b) In respect of any **Major Failure** which cannot be repaired, replaced or the purchase money refunded.
- 1.2 Stoddart will not be liable for any associated loss, damage or compensation claim resulting from any defect in workmanship or material, and such liability is expressly excluded from the operation of clause 1.1.

2. Consumer Warranty

- 2.1 Subject to clause 3, equipment supplied by Stoddart to Customer for personal, domestic or household use or consumption comes with guarantees that cannot be excluded under the Australian Consumer Law. Customer is entitled to a replacement or refund for a **Major Failure** and compensation for any other reasonably foreseeable loss or damage. Customer is entitled to have the equipment repaired, or replaced if the equipment fails to be of an **Acceptable Quality** and that failure does not amount to a Major Failure.

3. Warranty Clarification

- 3.1 Customer acknowledges and agrees:
- (i) A **Major Failure** occurs when the equipment suffers repeated and/or unexpected failure that cannot be repaired to Stoddart's satisfaction (acting reasonably) or which Stoddart considers (acting reasonably) renders the equipment unsafe or inoperable;

- (ii) Stoddart can only warrant the equipment will be of an **Acceptable Quality** when Customer uses the equipment in accordance with Stoddart's manufacturer's instructions or user manual ("**Instructions**"). Acceptable Quality does not imply a lifetime guarantee for the equipment;
- (iii) Certain components have a finite expected life, especially in a commercial or high-use environment. For example components such as refrigeration compressors, elements, thermostats/simmerstats, switches, fans, and temperature controllers can be expected to last up to **12 months** when used in accordance with the instructions;
- (iv) In a commercial environment, components such as lamps, fluorescent tubes, light bulbs, glass, silicone seals, gaskets and plastic components will require regular replacement. This is not covered by warranty and is at Customer's cost.;
- (v) The life of equipment may be adversely affected by misuse, neglect, unauthorised alteration, incorrect installation, power surges, accident, use of inappropriate chemicals, flooding, and acts of God;
- (vi) Proper maintenance and cleaning of equipment in accordance with the Instructions is essential to the equipment's effective operation;
- (vii) On site warranty services are limited to sites within 50km from the nearest Stoddart authorised service agent and service agent's reasonable travel costs must be paid by Customer prior to the commencement of the repairs;
- (viii) Additional labour costs will apply for service outside standard business hours of 8.00am to 4:30pm, Monday to Friday and on public holidays;
- (ix) Stoddart cannot guarantee the performance of equipment made specifically to Customer's design or specifications. Stoddart will, where reasonably possible, draw any issues arising from Customer's design or specifications to Customer's attention during the commissioning and/or manufacturing process; and
- (x) Customer must pay additional costs incurred by Stoddart as a result of Customer failing to provide suitable access to the equipment for inspection and service.

3.2 Stoddart's warranty liability under clauses 1 and 2 of these Terms exclude or do not cover:

- a) The matters acknowledged by Customer in clause 3.1;
- b) Situations where Stoddart is not satisfied (acting reasonably) the equipment or any part of the equipment has been used in accordance with the Instructions including misuse, neglect, unauthorised alteration, incorrect installation, power surges, accident, use of inappropriate chemicals, flooding, fire or act of God;
- c) Any consequential loss, damage or expense arising directly or indirectly from use of the equipment otherwise than in accordance with the Instructions;
- d) Any damage or malfunction arising from, or relating to, Customer's failure to properly maintain or clean the equipment in accordance with the Instructions;
- e) Damage caused to equipment during transportation, which is outside Stoddart's standard delivery conditions.
- f) Breakage or replacement of lamps, fluorescent tubes, light bulbs, glass, silicone seals, gaskets and plastic components.;
- g) Maintenance, repair or other works not undertaken by a Stoddart authorised service agent
- h) Where remote refrigeration is connected by a person other than Stoddart to equipment produced by Stoddart, Stoddart cannot accept claims for repair of TX valves and control components, as the fault may arise from the installation of the remote refrigeration lines, equipment, and gas, by a party over which Stoddart has no control.
- i) Transportation costs associated with transporting the equipment to a Stoddart authorised service agent where Stoddart considers (acting reasonably) that repairs cannot be undertaken on-site; and
- j) Unless agreed to by Stoddart in writing to the contrary, warranty is not included in the sale price for goods sold to or installed in an overseas location.

4. Warranty Claim Procedure

The following procedure must be followed to claim under Stoddart's warranties:

- a) Refer to the trouble-shooting section of the Instructions to establish the nature of the fault. Check the equipment is plugged-in, turned-on or has no other valid reason for not operating.
- b) If step (a) does not overcome the issue, you should report the fault with the equipment to our service department (phone 1300 307 289 or fax 07 3344 6166). Our service department will assist you with further trouble-shooting. If our service department is unable to resolve the fault with the equipment they will request you complete a Stoddart Warranty Request Form and fax (fax 07 3344 6166) or email (service@stoddart.com.au) it to us.
- c) To complete a Stoddart Warranty Request Form you will require the following information:
 - i. Proof of purchase stating model number and date of purchase;
 - ii. The serial number of the equipment (this is located on the ratings plate sticker);
 - iii. A description of the fault/problem;
 - iv. Your company details including the exact location of the equipment; and
 - v. Any restrictions on times or methods of access to the equipment.

Stoddart will not arrange a warranty call out until it receives the above information from you in writing.

- d) Upon receipt of a properly completed Stoddart Warranty Request Form, Stoddart will check its records to confirm whether the equipment is eligible for warranty repair. If warranty repair is required, Stoddart will issue an OFFICIAL AUTHORISATION NUMBER and details of work to be carried out by a Stoddart authorised service agent. This authorisation number MUST be obtained before any work is carried out. Stoddart will not accept invoices for work carried out without an official authorisation number or by an unauthorised service agent.
- e) Customer must quote the official authorisation number on all correspondence and invoices relating to a warranty claim to ensure prompt processing by Stoddart.
- f) Customer must pay all costs associated with a call-out for work that is not related to warranty repairs or outside Stoddart's Terms immediately.

5. Timing of Warranty Services

- 5.1 Stoddart will comply with its warranty liabilities contained in these Terms in a timely manner

6. General Maintenance and Repairs

- 6.1 The equipment must be repaired and maintained by a qualified technician. Stoddart's authorised service agents are experienced technicians who understand the equipment and carry commonly used spare parts. Contact Stoddart's national service number listed below for details of your nearest Stoddart authorised service agent.

For Warranty, maintenance, spare parts and repairs, contact:
Tel: 1300 307 289 Fax: 07 3344 6166 email: service@stoddart.com.au

WARRANTY REQUEST FORM



STODDART
MANUFACTURING

FOOD SERVICE EQUIPMENT

Phone: (07) 3344 2444 Int: +617 3344 2444
Phone: 1300 307 289
Fax: (07) 3344 6166 Int: +617 3344 6166
Email: service@stoddart.com.au

To ensure we can provide the best possible service we require you to complete this form. Make, model and serial number, along with other essential information. To secure a call, you must also have an account with Stoddart or complete the credit card details below.

THIS FORM MUST BE COMPLETED OR WARRANTY CANNOT BE PROCESSED

Name of contact person on site: _____ Date: ____ / ____ / ____

Business/Organisation name: _____

Street Address: _____

Suburb: _____ State: _____ Post Code: _____

Phone (Site): _____ Mob: _____

Equipment Type: _____ Brand: _____

Model/PNC no.: _____ Serial no.: _____

Location (large sites only): _____ Open: _____ Close: _____

Date of purchase: _____

Company purchased from: _____

(please provide a copy of your tax invoice or delivery docket as proof of purchase)

Description of fault: _____

Has the following been checked (tick box if appropriate and checked)?

Electrical power supply

Gas

Water Supply

Name of person requesting warranty (please print): _____

CREDIT CARD DETAILS – Required as security against chargeable work (see note below)

Card type: Visa Mastercard

Cardholder name: _____ Card no.: _____

Signature: _____ Expiry Date: _____

PLEASE NOTE: Warranty call-outs take place Mondays to Fridays between 8.00 and 16.30 (except public holidays). Any calls outside these times will be subject to penalty rates. Certain items such as glass components and light fittings are not covered under warranty. Claims for non-covered parts, no faults found, travel over 50km or other items outside our standard terms and conditions will be chargeable. Any chargeable items will be COD terms – payable onsite.

CREDIT CARD INFORMATION MUST BE PROVIDED AS SECURITY AGAINST FALSE WARRANTY CALL-OUTS. FAILURE TO DO SO WILL RESULT IN REQUEST BEING UNATTENDED. NORMAL BUSINESS HOURS ARE 8AM – 4.30PM MONDAY TO FRIDAY