

Background

1. Emerald Energy Pty Ltd (ACN 632 172 368) (**'Emerald Energy', 'we' or 'us'**) supplies various goods. We aim to provide our valued customers with long-term protection against product failures.
2. 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.
3. This warranty is in addition to any rights you may have under the Australian Consumer Law and in no way limits, varies or excludes any express or implied rights and remedies.
4. If this warranty is inconsistent with any rights you have under the Australian Consumer Law, the Australian Consumer Law will prevail.

Goods

The goods subject to this warranty are the following Emerald Energy Heat Pump models:

All-In-One Systems

- EE-HWS-A1-220
- EE-HWS-A1-220E
- EE-HWS-A1-270
- EE-HWS-A1-270E
- EE-HWS-A1-320
- EE-HWS-A1-320E
- EE-HWS-A1-220-1
- EE-HWS-A1-220E-1
- EE-HWS-A1-270-1
- EE-HWS-A1-270E-1
- EE-HWS-A1-320-1
- EE-HWS-A1-320E-1

Split Systems

- EE-HWS-RCHP-200
- EE-HWS-RCHP-200E
- EE-HWS-RCHP-300
- EE-HWS-RCHP-300E
- EE-HWS-RCHP-200-1
- EE-HWS-RCHP-200E-1
- EE-HWS-RCHP-200E-2
- EE-HWS-RCHP-300-1
- EE-HWS-RCHP-300E-1
- EE-HWS-RCHP-300E-2

Warranty period

All-In-One Systems

1. The goods warranty period commences on the date you purchased the goods and continues for **5 years on the tank and 5 years on the rest of the system (Goods Warranty Period)**.

2. The labour warranty period commences on the date you purchased the goods and continues for **2 years (Labour Warranty Period)**.

Split Systems

1. The goods warranty period commences on the date you purchased the goods and continues for **7 years on the tank and 5 years on the rest of the system (Goods Warranty Period)**.
2. The labour warranty period commences on the date you purchased the goods and continues for **2 years (Labour Warranty Period)**.

Remedies Available

1. Goods Warranty

1. Subject to clauses 5 and 7, during the Goods Warranty Period:
 - we will repair or replace (at our reasonable discretion) any defective parts of goods or defective goods directly purchased from us or one of our authorised re-sellers.
 - you are entitled to a replacement or refund if the goods experience a major failure.
 - you are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality (as reasonably determined by us) and the failure does not amount to a major failure; and
 - you are entitled to compensation for any other reasonably foreseeable loss or damage.
2. If we elect to replace the defective goods, we will replace the goods with the same type of goods or a comparable or close equivalent, taking into account features, quality, specifications and availability of the goods.
3. If Emerald Energy is unable to repair or replace the defective goods, we will provide you with a credit note for the value of the price paid for the goods, unless we are required to provide a refund under the Australian Consumer Law.

4. Labour Warranty

Subject to clauses 5 and 7, during the Labour Warranty Period, if we are required to replace or repair any defective goods, we will arrange (at our cost) the installation of the replacement good or the repair of the defective good (as the case may be) within a reasonable time.

Conditions for claiming under this warranty

To claim under this warranty, the following conditions must be met:

1. the goods must have been installed correctly in accordance with the installation instructions, by an appropriately licensed tradesperson;
2. the goods must be handled, installed, operated and maintained in accordance with our instructions and, if applicable, the manufacturer's instructions, in normal environmental conditions;
3. you must provide us or our agent, at our request, with easy access to the goods and any fixtures used to operate them;
4. you must be the original purchaser of the goods from us or a reseller authorised by us;
5. you must provide proof of purchase of the goods (eg an invoice);
6. you must follow the claim procedure outlined in section 6 below; and

7. the goods must not have been subject to accident, neglect, abuse, abnormal use or stress (such as operating the goods in environments in excess of recommended temperatures, excessive switching cycles and operating hours), misuse, acts of God, improper installation or storage, fire, vandalism or civil disturbances.

Claims Procedure

Follow the following steps to make a claim under this warranty:

1. contact the Emerald Energy customer support team on [02 9466 6000](tel:0294666000) during business hours or at support@emeraldenergy.com.au;
2. provide proof of purchase of the goods; and
3. provide complete details about the issues you are experiencing with the goods.

Limitation of Warranty

1. This warranty does not cover the following:
 - costs associated with return freight, transportation or delivery of the goods, unless authorised by us at our reasonable discretion;
 - service call fees for the defective goods outside the Labour Warranty Period;
 - costs associated with the installation and dismantling of the defective goods, or re-installation of the repaired or replaced goods outside the Labour Warranty Period;
 - any damage to, or loss of, goods that occurs during transportation, installation, dismantling or re-installation of the goods;
 - theft or vandalism of the goods;
 - any physical damage to the goods that is not caused by us;
 - damage to goods caused by misuse or negligence, whether accidental or intentional, including damage caused by failure to routinely maintain the goods;
 - fair wear and tear, including but not limited to, rusting, corrosion or mould and repairs or modifications to the goods carried out by repair agents that are not authorised by us;
 - if you have asked for repairs by Emerald Energy or its agents which are against the advice of Emerald Energy or its agents; and
 - if the defect arises after the expiration of the Goods Warranty Period or Labour Warranty Period.
2. Subject to clause 4, Emerald Energy will not be liable for any incidental, consequential, or punitive damages, including but not limited to loss of use, loss of profits, loss of production and loss of revenues, in any possible way, connected or associated with the Emerald Energy goods or the installation of the Emerald Energy goods.
3. Emerald Energy will not be responsible for any loss or damage where it was not at fault, or where the loss or damage was not foreseeable on the date you purchased the goods or on the date the goods were installed.
4. Despite the above, we may be required to pay some of the above costs under the Australian Consumer Law.

Contact Us

For any questions about Emerald Energy's goods or this warranty, please contact us on [02 9466 6000](tel:0294666000) or at support@emeraldenergy.com.au