

WARRANTY AGAINST DEFECTS

Exquisite Marketing Australia Pty. Ltd. (A.C.N. 108 843 054) of Unit 5, 6 Garden Road, Clayton VIC 3168 Australia (Phone: (03) 9561 1595; Email: sales@exquisiteaust.com) ("**Exquisite**") warrants to the original purchaser ("**Customer**") who has purchased any of its following products ("**Product**") that they will be free from defects in workmanship and material for their respective periods as set out below from and including the date of invoice ("**Warranty Period**"). It is, however, expressly agreed that to the extent permitted by law, Exquisite is not liable for any indirect or consequential loss, loss of profit or any other economic loss arising from any defects covered by the Warranty. This Warranty is in addition to and does not exclude the "consumer guarantees" under Australian Consumer Law.

LIEBHERR Chest Freezers – Twenty four (24) months for materials and workmanship
LIEBHERR Mediline – Twenty four (24) months for materials and workmanship
Exquisite Chest Freezers - Twelve (12) months for materials and workmanship
Exquisite Upright Display Chillers - Twelve (12) months for materials and workmanship
Exquisite Countertop Chillers - Twelve (12) months for materials and workmanship
Exquisite Stainless Steel Top Freezers - Twelve (12) months for materials and workmanship
Exquisite Power Ice Slicers - Twelve (12) months for materials and workmanship
Crathco Beverage Cooler and Dispenser - Twelve (12) months for materials and workmanship

Should the Customer find any defect in material or workmanship within the Warranty Period, Exquisite will at its sole discretion either replace the Product or repair the Product 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 in accordance with the directions given by Exquisite and strictly for the purpose to which the Product is intended.
2. The Warranty Period begins on the original date of purchase (being the date stated on Exquisite's invoice or the invoice of Exquisite's authorised dealer ("**Invoice**").
3. The Warranty is valid only for Products originally purchased and used within Australia.
4. The Customer *must* provide to Exquisite details of the Invoice (including serial number and model code) when making a claim under the Warranty. Incorrect or incomplete details may delay the processing of the claim. Exquisite reserves the right to charge the Customer for all reasonable expenses if the information provided by the Customer is incorrect or the Product was in fact not originally purchased by the Customer directly from Exquisite.
5. Exquisite or its authorised agent has the right to assess the Product to determine the cause of the defect. The Customer *must* make the Product accessible for Exquisite or its authorised agent to assess and, if applicable, to repair including removing all personal items in the way. If required, the Customer *must* at the Customer's own cost (unless otherwise prescribed by law) return the Product to Exquisite or its authorised agent. The Product must be returned with all original components including but not limited to manual, keys and bracket.
6. 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 Exquisite 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 material 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 and earthquake, riots and sabotage;
 - improper use of cleaning agents, detergents, bleaches or other chemical additives or agents of a corrosive nature;
 - breakage, either intentionally or accidentally, to any part of the Product;
 - any modification to, tampering with or repair or servicing of the Product except by Exquisite or its authorised agent or using parts not approved or authorised by Exquisite;
 - improper, reckless, negligent or unsuited use of the Product including but not limited to: (a) use for 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 when in operation (for clarity, the Products are designed for stationary operation only and electricity connection directly from fixed wall power supply); (d) improper adjustment made such as to the analogue thermostat or digital controller when the Product is in operation;
 - corrosion or damage caused by foreign object 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/Exquisite) 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 as specified or recommended by its manufacturer/Exquisite;
 - fair wear and tear.
7. Any repair must be undertaken either by Exquisite or an agent authorised by Exquisite. Otherwise, Exquisite is entitled to avoid the Warranty.
8. The Warranty Period is not extended or renewed by any successful claim whereby the Product is replaced or repaired.
9. Exquisite makes no representation as to the time frame within which any repair can or will be carried out. In general, any repair will be restricted to normal business hours Monday to Friday (9am - 5pm) excluding public holidays and weekends. Exquisite is not liable for the cost of the authorised service agents other than the time specified in this point.
Exquisite is not liable for travelling time of more than 50 kilometres from an authorised service agent or 1 hour from the service agent, whichever is lesser. For goods located outside this area, it is the customer responsibility and cost to transport goods forth and back. When the customer is not able to transport the goods, the customer shall be responsible to pay upfront payment for Exquisite to arrange the transportation of the goods, AND / OR to any necessary travelling expenses for Exquisite service agents to attend the service.
10. Warranty back to base apply to any items that can be carried and place into a standard vehicle (eg: WI-303 and Crathco Drink Dispenser) is/are to be returned (or sent via pre-paid freight) to Exquisite or its authorised service agent. The customer shall agree to arrange pick up the goods after it is being serviced.
11. Where Exquisite elects to replace rather than repair a Product but no identical replacement is available, Exquisite has the right to replace the Product with one of a similar standard and design then available from its range. Exquisite is not responsible for the re-packing and installation of any replacement.
12. Exquisite has the rights to invoice a customer directly for a service call, parts, and labour, for a service that was deemed by its authorised service agents for issues not connected to a warranty issue. The invoice is required to be paid within 14 days of the invoice date.