

Effective May 2011

Terms and Conditions of Sale

- 1) By purchasing a Fagor product, you agree to be bound by the terms and conditions of the following agreements.
- 2) The granting of credit shall be at the sole discretion of the company and shall be varied from time to time at it seems fit. A letter signed by an officer of the company shall be evidence as to the terms of credit applicable at any time. Credit will be automatically stopped if any invoice is outstanding.
- 3) Prices for the product will be as invoiced and are subject to change without notice.
- 4) All prices quoted in this price list are exclusive of Goods and Services Tax (GST).
- 5) The contract of sale is between the company and its direct customer only.
- 6) Fagor is not responsible for any loss of profits in the event of failed transactions.
- 7) If payment for any goods is not made on the due date for payment or if the Applicant being an individual, commits an act of bankruptcy or being a company goes into liquidation whether voluntary or pursuant to an Order of the Court or suffers a Receiver, Receiver Manager or Official Manager to be appointed or enters into a Scheme of Arrangement with its creditors pursuant to The Corporations Act 2001 section 513 or if the Company is of the opinion that the applicant being an individual ceases to trade with the Company and/or without the written consent of the Company, the business of the applicant is carried on by an incorporated body, then the company may without notice enter any premises occupied by the applicant is carried on by an incorporated body, then the company may without notice enter any premises occupied by the applicant with such facilities as may be necessary and remove all the goods of the Company, in respect of which the title has not passed to the Applicant and for the purpose thereof may enter such premises forcibly if necessary and take such action as may be necessary to gain access to any premises for the purpose of removing such goods.
- 8) The Applicant acknowledges that before entering into an agreement for the purposes of purchasing any goods from the Company, he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or unsecured creditor to appoint a receiver, to petition for winding up of the company or exercise any other rights over or against the company's assets.
- 9) The Applicant acknowledges that he is in possession of any goods purchased from the Company, solely as bailee for the Company until such time as the full price thereof, is paid to the Company.
- 10) Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Applicant shall have paid to the Company the agreed price. Following such payment, title of the goods shall be transferred to the Applicant provided that shall not be deemed to be made until any cheque in payment has been duly honoured.
- 11) The Applicant's right of possession of the goods shall cease if he, not being a company, commits an act of bankruptcy or if he, being a company, does anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up. The Company may for the purpose of recovery of its goods enter forcibly if necessary upon any premises where they are stored and may repossess and remove the same.
- 12) **Delivery**
 - a) Deliveries are F.I.S. (Free into distributor's store) to all Australian capital cities for net order values over \$5000, except Darwin, Perth and Tasmania.
 - b) Direct deliveries to the customer and/or tailgate deliveries can be arranged by quotation only prior to placing an order.
 - c) Conveyor dishwashers are F.O.B ex our Sydney warehouse.
- 13) **Severability:** All provisions contained herein shall be construed so as not to be invalid, illegal or unenforceable in any respect but if any such provision on its true interpretation is illegal, invalid or unenforceable that provision may, at the options of the parties hereto, be read down to such an extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all circumstances so as to give it a valid operation of partial character. In the event that any such provision or part thereof cannot be so read down, such provision shall be deemed to be void and severable and the remaining provisions hereof shall not in any way be affected or impaired thereby.

Terms and Conditions of Warranty

- 1) **Term of Warranty**
 - a) All equipment is covered by a 12 months parts and labour warranty, subject to our terms and conditions of sale and warranty, from the date of original installation.
 - b) The parts and labour warranty term is effective from date of installation, however the term of warranty shall not exceed 18 months from date of despatch from Fagor Australasia Pty Ltd.
 - c) All spare parts supplied on charged invoices after the normal warranty period for a unit that has expired, have a warranty of three months from date of invoice. Parts that fail during this time only will be replaced under warranty.
 - d) Extended warranties are available (subject to conditions); refer to the relevant product brochure or contact your Sales Manager for further details.
 - e) The parts and labour warranty is subject to the following terms and conditions, which may vary without notice. As our policy is one of continual product development, we reserve the right to amend price and specification without notice. A copy of the current terms and conditions can be obtained from Fagor Australasia Pty Ltd.

2) **Validating Your Warranty**

- a) To validate warranty, the warranty registration form and commissioning checklist must be returned to Fagor Australasia Pty Ltd within four weeks of the date of invoice. Units that are not registered within the four weeks are not eligible for a warranty.
- b) All installations and commissioning must be carried out by a Fagor approved technician (at the customer's cost) in accordance with local Installation Code and Local Authority requirements covering electricity, gas, fire and health and in accordance with the appropriate National Gas Installation Code NZS5261/AS/NZ 3000 Wiring Rules and as per Australian standard AS5601. Installation and commissioning procedures must be carried out in accordance with the instructions in the manuals supplied with all equipment.
- c) A copy of a gas fitting certification/certificate of compliance may be requested to validate a warranty claim.
- d) At Fagor Australasia Pty Ltd's discretion replacement parts will be sent out in even exchange for the returned part, with return freight prepaid by customer. All parts being returned under warranty should be sent to the Fagor Australasia head office.

3) **Reporting a Suspected Warranty Issue**

- a) When a service issue occurs, the end user must call Fagor Australasia Pty to report the problem on 02 9984 7533 or 1800 FAGOR1. If the issue cannot be resolved by phone, Fagor will contact the closest Authorized Service Agent for assistance and will forward the information regarding the issue, including a Work Order number.
- b) Please ensure you have the serial number and model of the machine, the site address, contact name, phone number, purchase and/or installation date and fault description when calling Fagor Australasia Pty Ltd to report a problem.
- c) After a service agent has been selected a representative of Fagor Australasia Pty Ltd will call the end user back with the contact details for the Service Agent and inform them that the service company will contact them to schedule the service. If they are not contacted within a reasonable amount of time (one hour) then the end user must call the service agent to schedule the service, place and time.

4) **Warranty Inclusions**

- a) Fagor Australasia Pty Ltd warrants that the equipment, as supplied by Fagor Australasia Pty Ltd to the original purchasers, is free from defects in materials and workmanship, under normal and proper use and maintenance service as specified by Fagor Australasia Pty Ltd and upon proper installation and start-up in accordance with these Terms and Conditions and with the instructions supplied with each Fagor unit.
- b) Should any part become defective as a result of normal use within the period and limits defined below, then at the discretion of Fagor Australasia Pty Ltd such parts will be repaired or replaced by Fagor Australasia Pty Ltd or its nominated Service Agent.
- c) Any parts covered under this warranty that are determined by Fagor Australasia Pty Ltd to have been defective within the warranty period will be replaced, freight prepaid by Fagor.

5) **Warranty Exclusions**

- a) This warranty applies only to products invoiced by Fagor Australasia to Australian or New Zealand dealers.
- b) Fagor Australasia Pty Ltd will not be held responsible for charges for any service work not deemed to be warranty work including exclusions.
- c) Repairs under this warranty must be performed by a Fagor Australasia Pty Ltd nominated Service Agent. Fagor Australasia Pty Ltd will not be held responsible for charges incurred or service carried out by non-Fagor nominated Service Agents unless prior approval to the repair has been given by Fagor Australasia Pty Ltd.
- d) Distributors and dealers are not permitted to send Service Agents without authorization from Fagor Australasia Pty Ltd's Service Department.
- e) Repairs in accordance with this warranty should be carried out between the hours of 8.30 am and 5.00pm Monday to Friday. Out of hours call-out rates and charges will not be accepted without prior agreement. Penalty rates for after-hours service apply and, when charged, the difference between normal hourly rates and penalty rates will be the customer's responsibility.
- f) Warranty is not transferrable. This warranty is not assignable and applies only in favour of the original purchaser/user to whom delivered. Any such assignment or transfer shall void the warranties herein made and shall void all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- g) Consumables, component adjustments and the resetting of safety devices are not covered under this warranty after the first 30 days from date of installation.
- h) Installation problems (where not installed by Fagor Australasia Pty Ltd) i.e. adjusting and correcting installation issues, are excluded from this warranty including but not limited to: adjustments associated with the commissioning of the machine or requirements specified in the product's user manual e.g. checking operation of door switches, setting switches in correct position, checking drive chains etc; failure to install units in accordance with the instruction manuals supplied with all equipment; any connecting service that does not meet the equipment specification, including but not limited to water supply (hot or cold) pipe work and/or connections made by others; quality of water; water temperature outside equipment specification; electrical supply cabling and/or mains connections made by other parties; electrical connecting plugs made by others and/or wall socket outlets; gas supply pipe cleaning chemicals; water ingress and/or damage due to incorrect cleaning procedures; unfiltered / untreated / hard water; local environmental issues (unless previously agreed in written form); damage caused by vermin.
- j) Loss of profits, damage to other equipment or other consequential damage are excluded from this warranty: under no circumstances shall Fagor Australasia Pty Ltd or any associated company or agent be liable for economic loss, loss of profits, loss of product or damage to other equipment, whether or not on account of Fagor equipment failure.

- k) Damage to or of glass parts is excluded from this warranty, including but not limited to the following: door glass panels; globes/bulbs and fuses when blown due to globe/bulb failure; lens covers; gauge glasses; lamps.
- l) Door gaskets and seals are excluded from this warranty.
- m) Hoses including dishwasher drain hoses are excluded from this warranty.
- n) Faults on refrigeration units which are directly related to lack of regular cleaning of the condenser coil are excluded from this warranty.
- o) Costs associated with cleaning the equipment in order to access necessary fixtures and components are excluded from this warranty.
- p) The following failures or faults when directly related to lack of regular cleaning and maintenance are excluded from this warranty: rusting and/or corrosion; de-scaling; blocked gas pilots and/or injectors; blocked solenoid bodies; blocked drains, drain pipes and/or failure of components due to a blockage.
- q) Tightening and/or adjusting tension of drive chain or v-belts is excluded when equipment is older than 30 days.
- r) Tightening, adjusting tension and/or tracking of conveyor belts is excluded when equipment is older than 30 days.
- s) Missing items are excluded from this warranty including but not limited to: lost components, fittings and/or attachments.
- t) The resetting of tripped safety devices where equipment is older than 30 days and where no other fault exists is excluded from this warranty, including but not limited to: tripped over temperature devices; tripped overload devices; tripped circuit breakers.
- u) Warranty will be void if fault is directly caused by: supply hoses and/or drainage lines not supplied by Fagor Australasia Pty Ltd; fitting of any non-genuine Fagor Australasia Pty Ltd component; failure due to malfunction of parts not supplied by Fagor Australasia Pty Ltd including but not limited to chemical injectors, detergent dispensers and water filters; any modifications or alteration to equipment not approved by Fagor Australasia Pty Ltd; parts or equipment that Fagor Australasia Pty Ltd determine to have been subjected after the date of manufacture to alteration, neglect, abuse, misuses, accident, damage during transit or installation, fire, flood or an Act of God.
- v) Additional labour costs associated with restricted access are excluded from this warranty.
- w) No-fault found calls or calls where operator error is evidenced are not covered under this warranty.
- x) Warranty claims relating to internal water damage will be void on combi ovens that are not protected with a Fagor-approved Brita water filter, installed at time of purchase.
- y) There are no other warranties other than those mentioned herein: express, implied or statutory. These warranties herein mentioned are exclusive and in lieu of all other warranties, including implied warranty and merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description contained within this warranty.

6) Transport-specific terms and conditions

- a) On-site warranty service work will be provided in capital city metropolitan areas only. In other locations the customer is responsible for all traveling time and service call costs: only the labour cost to actually repair the fault at normal hourly rates (and any parts required) only will be met by Fagor Australasia Pty Ltd.

7) Terms and Conditions for Equipment Order Cancellations

- a) Goods may not be returned without prior written approval from Fagor Australasia Pty Ltd. Custom built products are not returnable. Upon authorization from Fagor, the following handling charges will apply:
Standard products – 10% of total cost
Custom built products – not returnable
- b) Goods returned must be sent freight prepaid. All costs incurred to repair, re-crate and restore to new condition will be deducted from the net credit.

8) Procedure for Freight Damage

Before signing the carrier's freight bill / proof of delivery, the customer should do the following:

- a) Visible Damage
 - Inspect shipment for any damage. If any damage is visible or concealed damage is suspected, the carrier's copy of the freight bill must be marked "damaged" so that a freight claim may be filed.
 - If there is damaged to the shipment, action must be taken by the receiver/customer to refuse the delivery or notify the carrier within 24 hours of receipt. It is the duty of the carrier to give the receiver/customer a written report, upon notification of the damage.
 - Do not accept delivery unless the condition is noted on the receiver's copy of the freight bill and signed by the driver.
- b) Concealed Damage
 - If the damage is concealed, notify the carrier within 24 hours of receipt by phone and in writing. Ask them to send in their agent to complete an inspection report. Keep all crating/cartons and merchandise for inspection.

TO VALIDATE YOUR WARRANTY THIS PAGE AND COMMISSIONING CHECKLIST MUST BE COMPLETED
BY A FAGOR AUTHORISED TECHNICIAN AND RETURNED TO FAGOR

I have read and understood these terms and conditions

Signed Postion Date

All Appliances

	Yes	No
Adjustment to regulation 900mm high prior to connection		
Each unit 100% level (left to right and front to back)		
All grey coloured adjustable legs removed if aligning counter top units		
All plastic protective coating removed prior to assembly		
3 phase electrical appliances hard wired to the isolator by client's electrician		

Dishwashers

	Yes	No
Drain for pass through dishwashers no higher than 180mm off floor, including "s bend"		
Drain for undercounter dishwashers at least 500mm above base of machine		
ALL dishwashers connected to generous supply of hot water (50°C min - 65°C max) not an instantaneous unit		
Connection, by client's electrician, of limit switch on outlet side of unit on conveyor washers		

Cooking Equipment

	Yes	No
10 amp GPO to service 240V electronic ignition system on gas fryers and bratt pans		
Gas pressure measures 1.1kpa AT EACH APPLIANCE during peak operation		
Pressure reduction valve (max 300 kpa) fitted if required		

Combi Ovens

	Yes	No
Installed absolutely level (left to right and front to back)		
Water quality tested and correct filter fitted		
Pressure reduction valve (max 300 kpa) fitted if required		
Drain includes an air break and a copper tun dish		
Hard wired through the base gland provided to the control board		
Wiring not damaged when opening or closing the control board assembly		
Oven not slid into place (legs are static load bearing only)		

Commissioned by (name)

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Plumber's / Electrician's registration number

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Date of Installation / Commissioning

.....

Signature of commissioner

.....

Signature of owner

.....

CUSTOMER DETAILS

Business Name

Address

Contact name

Telephone number

PRODUCT DETAILS

Model

Serial Number

Date of Purchase

Purchased from