

WARRANTY STATEMENT

Warranty pursuant to the Australian Consumer Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

The following warranties are in addition to your statutory rights under the Australian Consumer Law.

Standard 1 Year Warranty

We warrant that the goods that we manufacture and sell are free from fault or defects in workmanship and material for a period of 12 months from the date that the goods were purchased or the date that the goods were installed by us. This additional warranty is conditional on the following matters:

1. That the goods have been paid for in full;
2. That the goods have been installed by a licensed tradesperson or authorised technician;
3. That the goods have been installed in accordance with all State and Federal Regulations; and
4. That the goods have been installed as per the manufacturer's recommendations.

Service and Parts Warranty

We warrant that any spare part sold to you are free from fault or defects for a period of 90 days from the date the spare part is delivered to you.

We warrant that the workmanship of any installation service or other service supplied to you are free from faults or defects for a period of 30 days from when that service is supplied to you or otherwise carried out.

National Corporate Office Sydney

211-217 Woodpark Road
Smithfield, NSW 2164

Ph: 1800 013 123
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Victoria

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Ph: 1800 013 123
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Western Australia

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Ph: +61 8 9456 0559
Fax: +61 8 9456 0554

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Exclusions to our Warranties

Our warranties will not apply and will be void in the following circumstances:

1. Where our or the manufacturer's maintenance requirements are not strictly or regularly complied with;
2. Where attempts to repair the goods are made by non-authorised tradesmen or technicians;
3. If a defect or fault is caused as a result of negligence, fitting non genuine parts either by yourself, your employees, or by a third party;
4. Where the goods installed has been abused, misused, or otherwise not used for its intended purpose;
5. Where the services being supplied to the equipment do not meet manufacturers specifications. These include but are not limited to, incorrect or unstable electrical voltage or current, incorrect or unstable gas pressure or volume supply or substandard water, temperature, volume, pressure or qualities including hardness, TDS, chlorides or calcium;
6. Where the goods installed are not being cleaned in accordance with manufacturers specifications and frequencies;
7. Where defects or damage arise due to lime scale build up or calcium deposits.

Our warranties do not cover:

1. Normal maintenance, or anything that could be reasonably considered a maintenance function. Normal maintenance of the equipment is not our responsibility, and should you require a regular maintenance plan or Service Plan with us you should speak with your local Middleby Australia representative;
2. The replacement of items that would normally be considered a consumable or subject to wear and tear such as light bulbs, fuses, resetting circuit breakers, indicating lights, door seals, and combi oven inner glass doors;
3. Travel charges for areas located in excess of 100kms from a metropolitan area or an authorised Middleby Australia service provider;
4. Labour or other services outside 8AM – 4PM, Monday to Friday. A premium charge will apply in such circumstances; and
5. Consequential damage or loss as a result of the failure of the goods. In this regard, please refer to our standard terms and conditions.

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Making a Warranty Claim

If you wish to make a claim for any breach of warranty, you must notify us in writing and provide us with

1. Proof of purchase;
 2. The date of installation;
 3. The serial number of the allegedly defective or faulty goods; and
 4. Adequate details as to the defect or fault including photographs if necessary. Any claim must be made promptly and within the warranty time period. Notices may be sent to us using the following contact details:
- Middleby Australia website: <https://middleby.com.au/contact/>
 - Service Department email: service@middleby.com.au
 - Spare Parts Department Email: spares@middleby.com.au
 - Middleby Australia Phone number: (02) 9604 7333

After you make the claim you must refrain from using the goods until it has been assessed or repaired by us.

Following a receipt for your claim under this warranty, we will assess your claim. This may require you to return the goods to us or certain parts to us. If you return the goods to us or the parts to us, you must do so at your own cost and must ensure that the goods or the part that is being returned must be intact and complete.

Where the good or part cannot be returned to us because of the manner in which it is installed or that it is excessively bulky, an authorised technician or tradesperson will attend the premises where the goods are installed to assess your claim.

If we determine that your claim is valid:

1. Where the goods can be repaired and the failure to comply with the warranty is not a major failure, we will, at our discretion, either repair the defect, replace any defective part of the defective goods, or replace the defective goods; and
2. Where the goods cannot be repaired or the failure to comply with the warranty is a major failure, you may reject the goods, return the goods (if you have not done so already), and at your election, seek the replacement of the goods, the repair of the goods, or a refund of any money you have paid for the goods.

If, a repair is approved for the goods and that repair may be effected by the simple replacement of a particular part or component of the goods, then we may, at our discretion, send you the replacement part or component to repair the goods, at our own cost.

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