



PRODUCT WARRANTY STATEMENT

Coldshield Northern Pty Ltd ACN 124 519 017 as trustee of Evenden Family Trust No. 2 ABN 43 094 685 292 (“**COLDSHIELD**”) warrants to the original purchaser (“Purchaser”) that all goods supplied by it (the “Goods”) will be free from defects for a period of 12 months from the date of original purchase and for repairs, for a period of 3 months from the date of the repair service (“Warranty”).

Under the terms of this Warranty, the repair or replacement of the Goods during the warranty period is at the option of COLDSHIELD. If a replacement product is supplied, warranty remains based on the original date of dispatch from COLDSHIELD’s control.

Investigation of Claims:

All Goods, the subject of a warranty claim, must be returned to COLDSHIELD for evaluation before any warranty claim is approved.

To make a warranty claim pursuant to this Warranty, the Purchaser must:

- notify COLDSHIELD within 7 days of the alleged defect first coming to the Purchaser’s notice and within the warranty period;
- provide COLDSHIELD all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase. The original sales receipt is the Purchaser’s best proof of purchase;
- provide evidence that the Product has been installed correctly and is used in accordance with the COLDSHIELD’s instructions supplied with the Goods; and
- make the Product available for inspection by COLDSHIELD (which is at the Purchaser’s cost), so that COLDSHIELD may carry out all necessary work with the Product.

Conditions of Warranty:

This warranty extends only to:

- defects arises solely from faulty design, materials or workmanship under proper use of the Goods when operated in accordance with the supplied instructions; and
- Goods installed or operated by a suitably qualified and experienced person in accordance with instructions;
- Goods sold by COLDSHIELD or its authorised distributors or dealers and only where the Goods are used and serviced within Australia;
- where the defects appear in the Goods within the warranty period.

Exclusions to Warranty:

This Warranty does not cover;

- unauthorised repairs, alteration, modification or substitution of any parts of the Goods, installation or use of the Goods not in accordance with the instructions supplied;
- malfunction of Goods due to faulty installation or operation;
- Goods that have their serial number or model number label removed or defaced;
- Other goods that are not manufactured or supplied by COLDSHIELD.
- Goods purchased:
 - not from COLDSHIELD (such as purchases from unauthorised retailers and purchases over the internet, from local/international sellers or sites such as Ebay and Amazon),
 - not from an authorised dealer or distributor of COLDSHIELD;

In addition to the above, this Warranty DOES NOT cover the following:

- Damage or defects to the product that ought reasonably to have been revealed to you by an examination of the product, where you conducted such an examination before acquiring the product,
- Normal wear and tear due to the course of normal use,
- Accidental damage or damage caused by an extra ordinary event or circumstance beyond your or anyone else's control including damage caused by:
 - environmental factors;
 - natural discolouration of material due to ultraviolet light,
 - crushing, impact with hard surface or damage caused in the transit of the product,
 - foreign material, or exposure of the product to excessive heat or cold or to solvents, or water entry into the product,
 - abnormal product performance caused by any ancillary product interference or other external factors.

Freight charges both ways associated with any warranty claim are to be paid for by the Purchaser and COLDSHIELD accepts no liability for loss or damage to the Goods during transit.

Charges will apply for any non-warranty services performed.

Limitation of Liability:

The following statement applies if the supply of the Goods to the purchaser is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'COLDSHIELD', 'You' means the 'Purchaser' and 'goods' means 'Goods':

- *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 for 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.*

Notwithstanding the preceding clause and to the extent permissible by law, the liability of COLDSHIELD is limited, in relation to the Goods and at the option of COLDSHIELD to:

- replacing the Goods or the supply of equivalent goods;
- the repair of the Goods;
- the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- the payment of the cost of having the Goods repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and Coldshield is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for:

- any increased costs or expenses;
- any loss of profit, revenue, business, contracts or anticipated savings;
- any loss or expense resulting from a claim by a third party; or
- any special, indirect or consequential loss or damage of any nature whatsoever caused by COLDSHIELD's failure in complying with its obligations or the Purchaser's failure due to accident damage, impact, misuse or negligence.

The benefits given to the Purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Goods or services to which this Warranty applies.

This warranty is not applicable outside Australia.

Contact Details:

To make a claim under this Warranty or to discuss the warranty service, please contact COLDSHIELD's technical support at:

- Address: 18 Spalding Street, Toowoomba QLD 4350
- Phone number: 07 4687 4500
- Email: info@coldshield.com.au