

WARRANTY TERMS AND CONDITIONS

The supply of commercial products (“the Goods”) by Scots Ice Trading Pty Ltd as Trustee for Scots Ice Trust trading as Scots Ice Australia Foodservice Equipment (“Scots Ice”) to the original purchaser (“the Purchaser”) is made on the following terms and conditions (the “Warranty Terms”).

1. GENERAL

Scots Ice warrants the Goods will be free from defects in material and/or workmanship. Scots Ice further warrants that the Goods will perform adequately under normal use if properly installed and maintained in accordance with the manual furnished with the Goods. The Warranty Terms applies to Goods sold and installed in Australia only.

2. WARRANTY PERIOD

Scots Ice warrants the Goods for a period of twelve (12) months from the date of original invoice issued from Scots Ice to the Purchaser (“the Warranty Period”) except the following:

- Storage bins – Three (3) months parts and labour
- Defective replacement spare parts- Three (3) months for repairs or re-supply

3. WARRANTY CONDITIONS

Scots Ice undertakes to repair, replace or supply (at Scots Ice’s discretion) all goods deemed to be defective and/or faulty in materials or workmanship subject to the following:

1. The original invoice details, including serial number, must be provided to Scots Ice at the time of claim.
2. The Warranty is not transferable and is only offered to the original purchaser.
3. The Warranty period is not renewed or extended as a result of a warranty repair or replacement.
4. The Warranty does not extend to Goods that have been completely or partially disassembled or moved.
5. The Warranty Terms cannot be amended except in writing by an authorised representative of Scots Ice.
6. Any Warranty claim must be made within seven (7) days of discovery of any potential fault of defect.
7. All decisions regarding defects in material or workmanship or accident, alteration, misuse or improper maintenance or installation, shall be made by Scots Ice or an authorised agent and shall be binding upon the Purchaser.
8. Any Warranty claims must meet the requirements set out below in Clause 6 “How to make a claim”.

4. WARRANTY COVERAGE

Scots Ice is not liable for and will not authorise repairs pursuant to a claim under these Warranty Terms for:

1. Goods and components thereof manufactured either entirely or substantially of glass or similar substances, light globes, oven glass doors, infrared or quartz tubes and electrical controls or elements.
2. Consumable items including, but not limited to, door seals, switches, cleaning materials and accessory tools.
3. Breakage of glass or plastic components of the Goods.
4. Replacement of lights, fluorescent tubes, gaskets or components which have been damaged by exposure to spillage.
5. Parts subject to wear and tear including but not limited to filters, oil, fuses, lamps, batteries, handles, locks, hinges.
6. Damage or failure of the Goods as a consequence of:
 - Not removing packaging and transport materials before use;
 - Installation not in accordance with Scots Ice and/or manufacturer’s instructions;
 - Inappropriate operation and/or misuse or abuse;
 - Failure of periodic maintenance and service as per manufacturer’s instructions;
 - Improper use of cleaning agents, detergents, bleaches or other chemicals of a corrosive nature;
 - Excessive water use during cleaning and/or cleaning with high pressure water hoses.
 - Failure to ensure water treatment/filtration (use of water filter) as some areas in Australia are subject to poor water quality;
 - Extraordinary and unforeseeable events including, but not limited to, lightning strikes, power surges, irregular power supply, water and gas supply disturbances, drainage faults, natural events and disasters;
 - External influences including, but not limited to, incorrect wiring connections or any matters related to wiring not meeting AS-3000 requirements, incorrect gas or water connections, drainage faults, cleaning of condenser, replacement of water filter cartridges, periodical maintenance or alterations.
 - Goods that have been completely or partially disassembled, modified or moved from original location;
 - Goods not bearing original serial numbers or compliance plates;
 - Goods installed in an environment whereby the ambient temperature and relative humidity are outside the operating parameters specified for those goods.
 - Goods operating without adequate ventilation specified for those goods.

5. WARRANTY EXCLUSIONS & CHARGES

1. The liability of Scots Ice under this warranty is limited to the repair or replacement of defective Goods or components. **All other costs, including, but not limited to, are not covered and will be chargeable to the Purchaser:**
 - **Parking**
 - **Travel time to and from location**
 - **Moving the ice maker to and from locations**
 - **Labour and/or hire of cranes or forklifts to enable access to the machine**
 - **Mileage or other premium charges.**
 - **Cartage, Carriage and Installation**
2. Scots Ice is not liable for the costs of the licensed technician or sub-contractor other than the standard labour costs during normal working hours.
3. Commissioning and training or re-training of operators will be carried out on a chargeable basis to the Purchaser.
4. Any freight costs incurred to send parts and/or machine between Scots Ice in Sydney and the destination required will be chargeable to the purchaser.
5. Scots Ice will not be responsible for any costs involved in gaining access to Goods for the purpose of repairs, checks or modifications. Any expense associated with obtaining reasonable access to the Goods, including but not limited to any modification of cabinetry, relocation of furniture, modifications to building structures such as removal of doors or windows, time and costs associated with induction training, is the responsibility of the Purchaser.
6. For warranty of Goods in remote locations they will need to be taken to the nearest Scots Ice approved technician at the Purchaser's expense and Scots Ice takes no responsibility for damages or loss during the period of transporting the machines.

6. HOW TO MAKE A CLAIM

1. **All Claims must be made in writing to Scots Ice either via the website warranty claim form at www.scotsice.com.au or by post to The Service Manager, Scots Ice, Unit 5/175-179 James Ruse Drive, Rosehill NSW 2142.**
2. All claims must contain the following information: Brand, model and serial number of Goods; original invoice number and date; location of Goods (name of premises and full address); contact name, email and phone number; and reported fault.
3. Scots Ice reserves the right to ask for proof of purchase of Goods via provision of the Original Tax Invoice to proceed with any claim under these Warranty Terms and to determine the Warranty Period has not expired.
4. Scots Ice reserves the right to invoice for a service call, plus parts and labour, and any other charges applicable for a service that was deemed by the licensed technician not to be connected to a warranty issue. The invoice is required to be paid within 14 days or Scots Ice reserves the right to stop any further warranty work on the Goods.
5. **Warranty repairs are carried out during Scots Ice's normal business hours (usually 08.30 to 16.30) Monday to Friday excluding designated Public Holidays.** Repairs may be available at times other than normal business hours but will not be treated as warranty and will be subject to call-out fees and hourly charges, including penalty rates where applicable. Traveling time is not part of warranty and will be charged based on the distance from the technician to the repair site.

7. PURCHASER RESPONSIBILITY

1. The Goods must be serviced by a licensed technician at minimum every twelve (12) months as per the manufacturers specifications and Scots Ice reserves the right to ask for proof of service prior to attending the site for any Warranty Claims.
2. Failure to adequately clean and complete preventative maintenance to the Goods at minimum every six (6) months as per the manufacturer's specifications will affect the claim of warranty and reduce the production capacity of the Goods. Please contact Scots Ice on 1800 222 460 for more information about preventative maintenance.
3. Cleaning and maintenance of water filters should be carried out a minimum of every three (3) months. This includes changing the filter cartridge. Failure to do so will void warranty of any Goods damaged or affected by this.
4. Before submitting a claim you must check the following common causes of inoperability:
 - Kitchen Equipment**
 - Power / gas is connected and circuit breaker / isolator are on
 - Check if gas hoses are kinked
 - Water is connected and is on.
 - Drain not blocked / installed correctly
 - Ice Machines**
 - Power and water connected and turned on
 - Drain installed with correct fall and not blocked
 - Are the air filters clean
 - Is the water filter clean
 - Has room temperature increased / adequate air flow
 - Have items been placed around machine restricting air flow
5. The Purchaser agrees that they will be charged for any work done by an authorised technician or sub-contractor that specifically falls outside of these Warranty Terms and that they will be required to provide a credit card for pre-payment up front when requesting services under this warranty.

8. LIABILITY

Scots Ice accepts no liability for any loss or damage direct or indirect of or to any person or property arising from the installation or operation of goods including consequential loss or damage arising from any circumstances whatsoever. While the goods are in custody of Scots Ice for investigation or repair, they shall be at the risk of the customer and no liability shall attach to Scots Ice, its servants or agents for any damage occasioned to, or loss of, the goods howsoever arising. Scots Ice accepts no liability for the conduct and/or performance of sub-contractors used by the Purchaser after the Warranty Period has expired.

IN NO EVENT SHALL SCOTS ICE AUSTRALIA FOODSERVICE EQUIPMENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM MISUSE OR INADEQUATE MAINTENANCE OF THE PRODUCTOR ANY PART THEREOF. SCOTS ICE AUSTRALIA FOODSERVICE EQUIPMENT – TERMS AND CONDITIONS OF WARRANTY.