

Viessmann New Product Warranty

The following warranties are given by:

Viessmann Australia Pty Ltd ABN 13 655 341 254
(Viessmann Australia).

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Australia 3189

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Email: service@viessmann.au

AUSTRALIAN CONSUMER LAW

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 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.

This Viessmann New Product Warranty is in addition to any rights and remedies You may have under the Australian Consumer Law.

Warranty

In this Warranty:

Accessory means an item which is manufactured or sold in Australia by Viessmann Australia which can be used with the relevant Product or in a system of which the Product is a component, but which does not form part of the Product.

Heat Exchanger Warranty Period means 10 years, commencing on the date on which the new Product was delivered to You by the supplier of that Product.

Parts means parts or components of the relevant Product.

Product means the new Viessmann Residential Gas Boiler:

Standard Warranty Period means 2 years, commencing on the date on which the new Product or Accessory was delivered to You by the supplier of that Product.

Terms and Conditions means the terms and conditions which apply to this Warranty and are set out in this Warranty under the heading "Terms and Conditions".

Viessmann Installer means Qualified Installer who has been trained by Viessmann Australia or otherwise designated a "Viessmann Installer" by Viessmann Australia.

Qualified Installer means a plumber or gasfitter currently qualified, licensed, registered and insured in Australia.

Standard Warranty

Viessmann Australia (also referred to in this New Product Warranty as "**We**", "**Us**", "**Our**", or "**Viessmann**") warrants that, subject to the Terms and Conditions, if defects in the manufacture or original materials of a Product occur within the Standard Warranty Period, We will repair or replace (at Our sole discretion), the relevant defective Product or Accessory free of charge.

Connected Boiler Limited Warranty

For Products which are Boilers that are capable of being connected to the Viessmann "ViCare" Mobile Application (**ViCare**), We warrant that, subject to the Terms and Conditions, if:

- (a) the Product which, for the purposes of this Connected Boiler Limited Warranty shall include any Accessory incorporated in or connected to the Product, is installed, connected, configured and commissioned by a Viessmann Installer [in accordance with the relevant Viessmann installation instructions];
- (b) the Product has been serviced by a Viessmann Installer at least once every 12 months commencing on the date on which the Product was delivered to You; and
- (c) all services performed on the Product are performed by a Viessmann Installer; and
- (d) the owner of the Product registers and connects/interfaces that Product with ViCare within 30 days of the first installation of the Product; and
- (e) the Product remains connected to ViCare continuously (less minor and temporary connectivity interruptions such as power or network outages), and
- (f) the Product is not removed and reinstalled after the Product is first connected to ViCare; and
- (g) during the ViCare Warranty Period, a defect in the manufacture or original materials occurs in the Product,

We will repair or replace at Our sole discretion:

- (a) the defective Product; and/or
- (b) any defective Accessory.

In this Connected Boiler Limited Warranty, "**ViCare Warranty Period**" means the continuous period the relevant Boiler is connected/interfaced with ViCare commencing on the date the Product is first connected/interfaced with ViCare and ending on:

- (a) the date on which the Product's first continuous connection to ViCare ceased; or
- (b) the fifth anniversary of the Product's first connection,

whichever is the earlier.

In determining the end date of the Product's first continuous connection to ViCare, connectivity interruptions which, in Our reasonable opinion, are minor connectivity interruptions (such as interruptions caused by short-term power or network outages) will not be taken to be a cessation of that Product's first ViCare connection.

Limited Heat Exchanger Warranty

For Products which are Boilers, We warrant that, subject to the Terms and Conditions, if:

- (a) the Product is installed and configured by a Qualified Installer in accordance with the relevant Viessmann installation instructions; and
- (b) the owner of the Product registers that Product with Us within 60 days of the first installation of the Product; and

- (c) the Product has an exhaust gas heat exchanger; and
- (d) during the Heat Exchanger Warranty Period, a defect in the manufacture or original materials occurs in the exhaust gas heat exchanger of that Product,

We will repair or replace at Our sole discretion, the defective exhaust gas heat exchanger.

Terms and Conditions

In these Terms and Conditions:

“Warranty Period” means:

- (a) in respect of the Standard Warranty, the Standard Warranty Period; and
- (b) in respect of the Connected Boiler Limited Warranty, the ViCare Warranty Period; and
- (c) in respect of the Limited Heat Exchanger Warranty, the Heat Exchanger Warranty Period.

Our obligation under this Warranty is limited to the repair or replacement of the relevant defective Product or Accessory in accordance with these Terms and Conditions.

This Warranty only applies to those of Our Products and Accessories sold by Us which are purchased and installed in Australia. This Warranty does not apply in respect of any system or third-party accessories connected to Our Products including, but not limited to, time switches, thermostats, motorised valves, external pumps and external expansion vessels.

Where We replace or repair a Product or Accessory under this Warranty, the Warranty that applies to that replacement or repaired Product or Accessory is only for the applicable unexpired Warranty Period. Services performed by Us or Our nominated agents or contractors do not affect or extend the Warranty Period.

It is a condition of this Warranty that You shall provide Us or, as the case may be, Our agents or contractors, with:

- (a) reasonable time and opportunity;
- (b) safe working access; and
- (c) in respect of cupboard installations, relevant minimum working clearances,

to carry out necessary repair work or procure and deliver a replacement under this Warranty. You agree that if, in Our reasonable opinion, You have not complied with this condition, We are released from Our obligations under this Warranty.

You are responsible for the costs of making access or clearances to the Product or Accessory safe for Us, Our agents or Our contractors. This includes but is not limited to, procuring and making available ladders, scaffolding and harnesses.

Under certain exceptional circumstances, where You make a service call to Us in relation to a Product which is a Boiler, We may require You to agree to pay the cost of that service call if, during that service call, We (or Our agent or contractor) do not identify a defect relating to the Product which is covered under this Warranty.

We may charge You a fee for service visits which are, in Our reasonable opinion, required as a result of:

- a. incorrect installation of the relevant Product or Accessory;
- b. the design or performance of a heating system in which the relevant Product or Accessory is a component; or
- c. maintenance works performed or not performed (as the case may be) in relation to the relevant Product or Accessory.

We are not bound by any warranty given by any other person in respect of the Viessmann Products.

Where there is an inconsistency between the terms of any of the:

- (a) Standard Warranty;
- (b) Connected Boiler Limited Warranty; and
- (c) Limited Heat Exchanger Warranty,

the terms of that specific warranty shall prevail.

When this Warranty Applies

1. This Warranty applies only if:
 - a. the relevant Product or Accessory:
 - i. was installed and commissioned by a Qualified Installer within 12 months of the date the relevant Product or Accessory was supplied to You;
 - ii. was installed, commissioned and maintained correctly in accordance with the appliance instructions; and
 - iii. has been used solely for the purposes it was designed for; and
 - b. the commissioning sheet and/or Viessmann service log book has been completed correctly and is available for inspection by Us to verify its completeness and correctness; and
 - c. the relevant Product or Accessory was serviced within one year of the installation date and, if applicable, has continued to be serviced at intervals no more than one year after each service date by a Viessmann Installer or a Qualified Installer; and
 - d. the details of services performed on the relevant Product or Accessory are recorded in the commissioning sheet or Viessmann service logbook.

When this Warranty does not Apply

In addition to all other circumstances set out in the Terms and Conditions, this Warranty does not apply to Boilers if the Boiler has been removed or relocated from its original (i.e. first) place of installation without Our prior consent.

What this Warranty covers:

1. Where We repair a Product or Accessory under this Warranty, subject to the Terms and Conditions, We will cover the cost of the relevant repairs (including labour for repairs carried out by an agent or contractor engaged by Us) or the cost of the replacement Product or Accessory and the cost of installing (where required) that replacement Product or Accessory in the same place as where the replaced Product or Accessory was installed.

2. Where We replace a Product or Accessory under this Warranty:
 - a. We will cover the cost of a new replacement Product or Accessory and the cost of delivering that new replacement Product or Accessory to, at Our sole discretion, either the supplier of that Product or Accessory or the location where the defective Product or Accessory was installed;
 - b. We will either:
 - i. arrange and pay for that new replacement Product or Accessory to be installed by Us or an agent or contractor engaged by Us in the same place as where the replaced Product or Accessory was installed; or
 - ii. subject to Our prior approval, We will pay the reasonable costs (as determined by us) for that new replacement Product of Accessory to be installed by a suitably qualified installer selected by You in the same place as where the replaced Product or Accessory was installed; and
 - c. all replaced Products or Accessories become Our property.

What this Warranty does not Cover:

This Warranty does not cover repairs or replacements (including costs relating to those repairs or replacements) arising from,;

1. anything which is not a defect in the manufacture or original materials of the relevant Product or Accessory, including but not limited to:
 - a. servicing, maintenance and repairs;
 - b. installation, including of a system in which the relevant Product or Accessory is a component;
 - c. fair wear and tear;
 - d. the consumption or expiration of consumable items (for example, and not limited to, as fuses, batteries, filters etc.);
 - e. accidental damage, theft, attempted theft or malicious damage;
 - f. weather and acts of God;
 - g. modifications to the Product or Accessory that are not authorised or agreed by Us;
 - h. any action or omission by You or any other person which causes the relevant Product or Accessory to fail or causes damage to that Product or Accessory including but not limited to:
 - I. water pressure adjustments on sealed systems, including recharging of expansion vessels;
 - II. carrying out adjustments to programmers, switches or controls;
 - III. not following operating instructions when switching on the relevant Product or Accessory.

2. failures or damage relating to:
 - a. airlocks;
 - b. balancing or venting radiators;
 - c. supply of water, gas, oil or electricity;
 - d. sludge, blockages, scale or poor water quality; and
 - e. as applicable, fuel lines;
3. cosmetic damage such as damage to paintwork or dents or scratches;
4. damage to the relevant Product or Accessory caused by fire or explosion where that fire or explosion is not caused by a defect in the manufacture or original materials of that Product or Accessory;
5. to the extent permitted by law, consequential damage including damage to Your property, whether personal property or real property (excluding the relevant Product or Accessory) where that damage is caused by fire or explosion which is caused by a defect in the manufacture or original materials of that Product or Accessory;
6. to the extent permitted by law, all consequential loss, including but not limited to loss or damage suffered as a result of the Product or Accessory not working;
7. any costs which We have not agreed to pay prior to those costs being incurred including third-party costs; and
8. removal of fixtures or fittings required in order to gain access to carry out a repairs to the relevant Product or Accessory.

How to Make a Warranty Claim

To make a Warranty claim You must, within 14 days of the occurrence of the relevant defect in the manufacture or original materials of the relevant Product or Accessory, contact Us by email and provide to Us the following information:

1. the model number of the Product or Accessory;
2. the serial number of the Product or Accessory;
3. a description of the problem with the Product or Accessory;
4. the name, address and contact details (phone no and e-mail address) of the owner of the Product or Accessory;
5. the address where the Product or Accessory is installed and the location (e.g. at side of house);
6. the date of purchase of the Product or Accessory and the name of the seller of that Product or Accessory;
7. the date of installation of the Product or Accessory;
8. the certificate of compliance provided by the Qualified Installer when the Product or Accessory was installed; and
9. any other information We reasonably require to be provided to Us in order to consider Your claim.

To make a Warranty claim in relation to Products or Accessories in Australia, contact Us by email at [Email- service@viessmann.au](mailto:Email-service@viessmann.au)

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 Office 18,15 Cochranes Rd
 Moorabbin, Melbourne, Australia 3189
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