

WARRANTY & GOODS RETURN POLICY

1. WARRANTY POLICY

Note: Nothing in this document is intended to limit any condition, guarantee, right or remedy which may be available under the Consumer Guarantees Act 1993, except as permitted by that Act.

If the product of concern is not listed in Appendix A (page 4), please refer in the first instance to the manufacturer's warranty statement to see if the product is covered under a specific warranty.

1.1 General Warranty Policy

Aber Holdings Ltd Trading as Aber Living, Registered Office - 17 Mainstreet Place, Te Rapa, Hamilton, warrants:

1. That all appliances and accessories distributed by it to be free from defects in material and workmanship under normal use and service when installed and used in accordance with all applicable local laws and regulations.
2. If, during the warranty period, a product fails to operate properly due to defects in workmanship or materials, Aber Living will either, at its option, repair, credit or replace the product without charge to the purchaser.

In the event that repair is not commercially practicable, or cannot be completed in a timely manner, or with the consent of the consumer, a refund may be made.

1.2 Duration of Warranty

1. The Consumer Guarantees Act prevents the use of arbitrary periods for warranty terms. Therefore, as a guide only to warranty duration, please refer to Appendix A.
2. Transference
Product warranties are transferable providing the owner has the original proof of purchase.

1.3 Exceptions, Exclusions and Limitations of Warranties and Remedies

The following circumstances or events are either deemed to be outside the scope of the general warranty policy as set out above, or will invalidate any warranty claim:

1. Normal customer maintenance, including yearly maintenance, routine maintenance, lubrication, etc.
2. Damage caused by the continued use of a product after a fault has occurred.
3. Failure to operate or maintain the product in accordance with the owner's manual furnished with the product.
4. Accident, Act of God, nature or war, theft, abuse, misuse, negligence or neglect, including improper installation.
5. Installation of the products or removal of products from the original purchaser's home; or product failure or problems caused by removal or improper or faulty installation of the product in or from the original purchaser's home.
6. Failure to operate or maintain the product in accordance with the owner's manual furnished with the product.
7. Any alterations or modifications, including but not limited to those affecting the product's performance, operation, safety, durability or changes in its intended use.
8. Travelling time and transport costs to repair portable or mobile appliances.
9. Use of parts or accessories, which are not officially approved by Aber.
10. Additional damage to parts or components due to consented use occurring after any of the above conditions.

11. Damage caused in transit. Aber will assist in remedying damage but can only do so if the damage has first been reported to the Carrier. Please refer Terms & Conditions (1.3) on page 3 for procedures.

Important Note: Carrier Consignment Note must be endorsed with description of damage or loss. Advice to carrier must be made within 24 hours of receipt otherwise no claim can be lodged.

11. Faulty installation or commissioning. Problems of this nature must be reported to the installer for their action. Installers must adhere to the installation instructions as per Aber's and the Manufacturer's product installation manuals and comply with the latest version of NZS 5261.
12. Gas appliances not installed by an approved, licensed Gasfitter. Installation by unqualified persons will invalidate the warranty.
13. 'Electrical Fix Wiring' to the appliance must be installed by a qualified / Licensed Electrician.
14. When goods are acquired for business purposes, the Consumer Guarantees Act 1993 shall not apply. However a warranty period of 30 days will be granted.
15. The warranty applies only to the goods supplied and does not cover any subsequent damage incurred.
16. Corrosion damage caused by prolonged exposure to the weather, or close proximity to the sea.
17. Surface oxidization to bare metal, ie. stainless steel.
18. Damage or faults occurring as a result of storm or wind damage, UV damage or normal wear and tear.

No agent, representative, dealer or employee of Aber or any other person has the authority to increase or alter the obligations of Aber under these warranties.

1.4 Customer's Responsibilities

Proper Maintenance and Operation

The owner of the goods must make sure that the conditions or activities described in Section 1.3 above do not occur. The original purchaser must exhibit reasonable care in the maintenance and operation of Aber products as explained in the maintenance section of the owner/operator's manual. When in doubt, the Retailer should be contacted by the original purchaser for advice.

2. WARRANTY CLAIM PROCEDURES

Should a failure in product occur, the product should not be used and an authorised Aber Dealer should be contacted for service. The following steps will need to be taken:

1. The original purchaser will be required to furnish proof of purchase to an Authorised Aber Service Agent in order to obtain warranty service. The original selling Dealer should be utilised for this purpose. Proof of purchase must include the date purchased, model number, serial number and complete name and address of the selling Dealer;
2. The Authorised Aber Service Agent will be required to inspect the malfunctioning product. If any inspection indicates that the failure is due to a defect in material or workmanship of a covered component, then Aber will comply with its warranty obligations as described in Section 1 of this policy.

Aber will pay for a maximum of one hour on site time plus a maximum of 35 km or 45 minutes travelling time for this inspection and/or minor repair. Any time in excess of this must be authorised in advance by contacting our Warranty Department.

Please Note: When travel to remote locations is required exceeding 35 km or 45 minutes, the additional distance travelled may be chargeable to the customer by the Service Agent.

Where more work is required, the Service Agent must contact our Warranty Department for authorisation to perform the work or to return the product to Aber for repair. The Dealer will be issued with a repair/return goods authorisation number (JC Number). This number must be quoted on the goods if returned to Aber or on the invoice if repaired on site.

No returns or charges will be accepted without this number.

3. The authorised Aber Living Service Agent will need to supply the following information obtained from the consumer, to Aber Holdings Ltd, PO Box 10095, Te Rapa, Hamilton 3241:

- a. Name, address and telephone number of the original purchaser
- b. Date of purchase
- c. Model and serial number of product
- d. Nature of defect, malfunction and/or complaint
- e. The name of the Installer
- f. Gas Certification Certificate (if applicable)

A JC Number will be supplied on receipt of this information.

Note: This does not confirm warranty or payment acceptance.

4. To obtain the benefit of this warranty the product believed to be defective must be repaired in a timely manner, within (30) days or less from the date of failure, and during the warranty period; and
5. If warranty work is needed, only an authorised Aber Living Service Agent may perform the work.
6. Aber Living will reimburse the authorised Service Agent at a negotiated rate when the Service Agent is allocated a JC number and the repair is authorised.
7. Aber will replace faulty parts at no charge and refund any freight costs involved.
8. Where goods are found to be out of warranty or not faulty, Aber will charge labour at \$75.00/hr (excluding GST) plus all freight costs.
9. Should a failure of the product occur on new or "out-of-the-box" portable products such as LPG Cylinders, BBQ's, Patio or Tabletop Heaters, Outdoor Furniture or Camping Equipment, the following options are available as long as they meet the previously stated criteria:
 1. Request replacement parts should any parts be missing, broken or damaged.
 2. Return the faulty product and receive a replacement.
 3. Return the faulty product for credit.

Any such request must be made through customer services at which time an authorization number will be provided for replacement parts, product or credit. Aber will arrange for the return of any faulty product that meets the warranty criteria previously stated above.

2.1 Freight Policy

Products that are returned to Aber must be sent freight paid. Goods sent freight forward will not be accepted. When the product is found to be faulty as described, the cost of this freight will be credited to the sender. However, if the product is found not to be defective it will be returned and any costs will be charged to the sender. The purchaser is responsible for all losses during shipment.

2.2 Goods Returned for Credit but not Faulty

Where goods are returned for credit but are not faulty, the following conditions shall apply;

1. There will be a deduction of 15% as a restocking charge.
2. All freight charges must be paid by the original purchaser including the original freight costs.
3. Goods will only be accepted for credit if they are returned in their original packaging in an "as new" condition.

APPENDIX A: GUIDE TO DURATION OF WARRANTIES

ABER LIVING BRANDS & PRODUCTS WARRANTY REFERENCE SHEET FOR INSTALLED PRODUCTS		WARRANTY	
		RESIDENTIAL	COMMERCIAL
KENT			
Gas Flame Effect Fires	Gas controls, gas burners, ceramic logs/coins Heat exchangers, cement logs, part only	2 years	2 years
Wood Fires	Fireboxes (0-10 years parts & labour, 10-15 years parts only) Consumable parts: Glass, glass seal, door seal, fire bricks, flue, air tube and removable baffle	15 years*	10 years
		1 year	1 year
REGENCY			
Gas Fires	Combustion chamber, heat exchanger, burner tubes/pans. Limited Lifetime Warranty – Parts & labour, Parts only thereafter. External casting, surrounds & grills, special finishes, ie. stainless steel, nickel overlays etc and consumable parts	5 years	5 years
		1 year	1 year
BONAIRE			
Gas Ducted, MB3 Series	Heat Exchanger and Burner, part only Parts and labour, all components	10 years 3 years	2 years 1 year
Gas Ducted, MB4 & MB5 Series	Heat exchanger and burner, part only Parts and labour, all components	10 years 5 years	2 years 1 year
Dual Cycle Units	Parts and labour, all components	5 years	2 years
FAV	Parts and labour, all components	3 years	2 years
Wall Furnaces	Heat Exchanger and Burner, part only Fan, part only Parts and labour, all components	10 years 2 years 1 years	2 years 1 year 1 year
PALOMA			
Continuous Flow Water Heaters	Heat Exchanger (parts only) from date of installation, eg. within 2 nd year 80%, 4 th year 60% of value of part All other parts and labour	Prorata – 10 years 3 years	1 year 1 year
ABER LIVING BRANDS & PRODUCTS WARRANTY REFERENCE SHEET FOR PORTABLE PRODUCTS*		WARRANTY	
		RESIDENTIAL	COMMERCIAL
KENT			
Electric Portable Heaters		2 years	90 days
DUCTAIRE			
Ducting Components		1 Year	1 Year
GASMATE / CHARMATE			
Camping and Leisure Products		1-2 years	n/a
Charcoal Barbecues; Gas Barbecues <\$500 RRP		1 year	n/a
Gas Barbecues >\$500 RRP		2 years	n/a
Gas Barbecues - Catering Series		1 year	1 year
Outdoor Ovens & Smokers		1 year	n/a
Outdoor Heating & Lighting		1 year	n/a
CHARBROIL			
Gas Barbecues <\$500 RRP	Burners	5 years	n/a
	Firebox, Lid	2 years	n/a
	Other parts	1 year	n/a
Gas Barbecues >\$500 RRP	Stainless burners	10 years	n/a
	Firebox, lid, grates & emitters	3 years	n/a
	Other parts	1 year	n/a
Charcoal Barbecues <\$500 RRP		1 year	n/a
EXCALIBUR			
Powder coated steel frames, cushions, squabs, glass, umbrellas and umbrella stands		1 year	n/a
Aluminum frames, Wicker (Polyethylene) & Polywood and Hardwood		2 years	n/a

APPENDIX A: GUIDE TO DURATION OF WARRANTIES continued

ABER LIVING BRANDS & PRODUCTS WARRANTY REFERENCE SHEET FOR PORTABLE PRODUCTS*		WARRANTY	
		RESIDENTIAL	COMMERCIAL
KIWI CAMPING			
Canvas Tents		5 years	n/a
Large Dome Tents (depending on model)		3 years	n/a
Small Dome Tents		1-2 years	n/a
Recreation Shelters – Savanna 3.5 and 4 Deluxe		3 years	n/a
Other Recreation Shelters / Beach Shelters		1 year	n/a
Camping & Leisure Products		Refer packaging	n/a
KIWI SHELTERS			
Commercial Shelters	Frame	7 years	7 years
	Roof & Curtain	2 years	2 years
Market Shelters	Frame	5 years	5 years
	Roof & Curtain	2 years	2 years
GAS EQUIPMENT			
Domestic Regulators and Accessories (including brass fittings)		1 year	n/a
Hose Assemblies		1 year	n/a
LPG Cylinders	Cylinder Welds	Lifetime	Lifetime
	Cylinder Valve	1 year	1 year
	Cylinder Valve Boss	3 years	3 years

The above applies to all products from date of purchase by the original consumer for use and operation as intended in the manufacturer's instructions. For all installed products installation must be carried out by a registered installer. Fitness for purpose, overall system design and installation and servicing quality is solely the responsibility of the dealer/installer. This includes, but is not limited to, heat load calculations, air flow, system balancing, humidity, water quality etc. Full conditions of warranty can be found on www.aberliving.co.nz and in the warranty included with the product purchased.

* Products marked with this symbol are deemed to be portable and will require delivery to the place of purchase.

This warranty version is dated 1st April 2018 and Aber Living reserves the right to amend accordingly.