

MERCATOR – LIMITED WARRANTY
TERMS AND CONDITIONS

LIMITED WARRANTY

MERCATOR offers repair, replacement or in-home repair / replacement warranty on MERCATOR products in cases where the product fails due to defective materials or workmanship. Please refer to the **LIMITED WARRANTY PERIOD TABLE** which sets out the relevant warranty and warranty period which MERCATOR grants to the purchaser of this product. The warranty period begins from the date of purchase. Also, please refer to **WHAT IS NOT COVERED BY THE WARRANTY**.

You must have the original dated purchase receipt from an **authorised MERCATOR retailer** to make a warranty claim. In addition, the installing electrician's tax invoice printed with electrician's license number is required for products requiring installation by licensed electricians. The Instruction Booklet states if the product is required to be installed by a qualified electrician. Warranty claims without this documentation will NOT be accepted.

In cases of in-home repair/replacements in areas outside the coverage of MERCATOR service agents, subject to conditions, MERCATOR will reimburse customers a standard fee of \$82.50 (inc. GST) for using their own electrician. Any service request must be arranged with the MERCATOR warranty department and obtained an Approval Reference Number (ARN) before calling your own electrician. Reimbursements will not be made for call-out fees or other costs without prior approval.

WARRANTY TRANSFER

If the ownership changes on the dwelling where the product is installed, the balance of the warranty period passes to the new owner provided the original dated purchase receipt from an authorised Mercator retailer is retained by the new owner. In addition, the installing electrician's tax invoice printed with electrician's license number is required for products requiring installation by licensed electricians. This limited warranty does not cover any damages to hard-wired products if it is moved from the original location of installation to another during the warranty period.

BALANCE OF WARRANTY

To the maximum extent permitted by law, any replaced or repaired products by MERCATOR are covered only by the balance of the warranty period remaining from the date of purchase of the original product.

REPAIRS / REPLACEMENTS

Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the products.

Where in-home warranty applies, A SERVICE CALL FEE WILL BE CHARGED IF:

- 1) The product is deemed to be a non MERCATOR product.
- 2) There is nothing wrong with the product or to the extent that the failure is not a failure of the product to perform in accordance with its published features and specifications as solely determined by MERCATOR.
- 3) The original installation of the product was not carried out by a Qualified Electrician.
- 4) The installation is not done in accordance with MERCATOR instructions.
- 5) The defects have been caused by incorrect application or abuse of the product.

YOUR CONSUMER RIGHTS

The benefits given to you in this warranty document are in addition to your other rights and remedies under a law in relation to the products to which this warranty document relates. MERCATOR's products 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.

Subject to "Your Consumer Rights" outlined above, but otherwise to the maximum extent permitted by law, MERCATOR will not be liable for any consequential or indirect loss or damage suffered or incurred by you in relation to a MERCATOR product, including but not limited to loss of use, loss or damage for business interruption, and loss of profits or revenue.

MERCATOR – LIMITED WARRANTY
TERMS AND CONDITIONS

WHAT IS NOT COVERED BY THE PRODUCT WARRANTY

Subject to "Your Consumer Rights", but otherwise to the maximum extent permitted by law, the MERCATOR Limited Warranty will not cover the following:

- 1) MERCATOR products that are not purchased from an authorized retailer and installed in Australia or New Zealand.
- 2) Where installation was not carried out by a qualified electrician as required.
- 3) Products not installed in accordance with the product's installation instructions or specifications.
- 4) Products not used in accordance with the instructions for use or specifications.
- 5) Defect, damage or failure resulting from misuse, accident, neglect, abuse, tampering, modifications or unauthorised repairs of any kind by any person.
- 6) Damages not caused by a fault in the product materials or workmanship.
- 7) Minor variations of speed may be evident between different fans, including the same model.
- 8) Defect, damage or failure resulting from any acts of God, including damages from lightning, power grid fluctuations, or power surges.
- 9) Light sources (globes, fluorescent tubes, etc) unless specified.
- 10) Batteries supplied with certain products.
- 11) Power supply "noise", intermittent "humming" or other influences from mains power delivery infrastructure. Signals sent through the power grid by the electricity provider for the control of off peak hot water, street lights and other devices may cause an intermittent humming noise in your product. Filters for blocking/reducing such signals are available in Australia at the customer's expense. These noises do not denote the product is faulty.
- 12) Damage caused by alternative power systems (for example: solar inverters, etc.).
- 13) Water damage of any kind.
- 14) The cost of renting, obtaining and using special access equipment (i.e. scaffoldings, scissor lifts, etc.) for accessing products installed at a height of greater than 3.5 meters.
- 15) Travelling costs incurred by MERCATOR personnel or service agents traveling greater than 25 Km from a MERCATOR authorised service agent. The purchaser must meet these traveling costs.
- 16) Where the product does not perform to the expectation of a user but it does perform to its published features and specifications.
- 17) Non-structural corrosion damage of non-316 stainless steel components such as surface rust or minor rust.
- 18) Liability for consequential loss or claims for damage to furniture, carpets, walls, ceilings, foundations or any other event either directly or indirectly resulting from a faulty product or accessory to the maximum extent permitted by law.

THIS WARRANTY IS VALID IN AUSTRALIA & NEW ZEALAND ONLY

MERCATOR – LIMITED WARRANTY
TERMS AND CONDITIONS

HOW TO MAKE A WARRANTY CLAIM

- A. Repair/replacement warranty:** Please return the faulty product together with the original dated purchase receipt to the place of purchase to claim the warranty. To the maximum extent permitted by law, the customer must bear the costs and expenses of claiming under this Product Warranty, including but not limited to the cost incurred in freight, postage, handling, travel, dismantling or reinstalling the product.
- B. In-home repair/replacement warranty:** Where in-home warranty applies, please phone the MERCATOR customer care hotline 1300 55 22 55 in Australia or 09-415 6000 in New Zealand from 9:00 am to 5:00 pm EST and NZT, for all warranty enquiries and do not phone or return the product to the retailer. Do not uninstall or return a hard-wired product to the retailer unless advised to do so by a MERCATOR customer service.

IN THE CASE OF MISSING ACCESSORIES OR PARTS, PLEASE CONTACT MERCATOR CUSTOMER SERVICE BEFORE INSTALLATION OF THE PRODUCT. IF YOUR PRODUCT IS DEFECTIVE OR EXCESSIVELY NOISY, PLEASE CONTACT MERCATOR CUSTOMER SERVICE BEFORE THE ELECTRICIAN LEAVES THE JOB.

In order for you to assist us with your claim, please complete this warranty form in full and send together with a copy of the original dated purchase receipt from an **authorised MERCATOR retailer**. Also, the installing electrician's tax invoice printed with electrician's license number is required for products requiring installation by licensed electricians. It is mentioned in the Instruction Booklet if the product is required to be installed by a Qualified Electrician. Warranty claims without this documentation will NOT be accepted.

PRODUCT NAME	<i>As appear in the packaging</i>	PRODUCT CODE	<i>As appear in the packaging</i>
REASON FOR CLAIM			
YOUR NAME			
YOUR ADDRESS			
POST CODE		CONTACT PHONE NO	
DATE OF PURCHASE		AUTHORISED RETAIL STORE	
ELECTRICIAN'S NAME, LICENSE AND PHONE NO			

Where in-home warranty is offered, I acknowledge that A SERVICE CALL FEE WILL BE CHARGED IF :

- 1) The product deemed to be a non MERCATOR product.
- 2) There is nothing wrong with the product or to the extent that the failure is not a failure of the product to perform in accordance with its published features and specifications as solely determined by MERCATOR.
- 3) The original installation of the product was not carried out by a Qualified Electrician.
- 4) The installation is not done in accordance with MERCATOR instructions.
- 5) The defects have been caused by incorrect application or abuse of the product.

Please also refer to "What is Not Covered by the Product Warranty" section for details.

Purchaser's name, signature and date:

WARRANTY HOTLINE E-MAIL : **warranty@mercator.com.au**
WARRANTY HOTLINE NUMBER (AUSTRALIA) : **1300 552 255**
WARRANTY HOTLINE NUMBER (NEW ZEALAND) : **09-415 6000**
 (CUSTOMER SERVICE OPERATES Monday to Friday between 9:00 am – 5:00 pm EST)

This warranty document is offered by MERCATOR LIGHTING PTY LTD of 88-100 Kyabram St Coolaroo VIC 3048.

MERCATOR – LIMITED WARRANTY
TERMS AND CONDITIONS

MERCATOR - LIMITED WARRANTY PERIOD

PRODUCT	INSTALLED LOCATION	WARRANTY PERIOD
MERCATOR CEILING FANS		
SWIFT 316	Installed Indoors	5 years <i>in-home</i> repair or replacement warranty.
	Installed Enclosed Outdoors	5 years <i>in-home</i> repair or replacement warranty.
CAPRICE	Installed Indoors	3 years <i>in-home</i> repair or replacement warranty followed by 3 years repair or replacement warranty for motor only.
	Installed Enclosed Outdoors	3 years <i>in-home</i> repair or replacement warranty for motor only. External appearance not covered.
CAPRICE DC, EAGLE DC	Installed Indoors	3 years <i>in-home</i> repair or replacement warranty followed by 3 years repair or replacement warranty for motor only.
	Installed Enclosed Outdoors	3 years <i>in-home</i> repair or replacement warranty for motor only. External appearance not covered.
MANLY DC, CITY DC, TRINIDAD, BERMUDA	Installed Indoors	2 years <i>in-home</i> repair or replacement warranty followed by 3 years repair or replacement warranty for motor only.
	Installed Enclosed Outdoors	2 years <i>in-home</i> repair or replacement warranty for motor only. External appearance not covered.
ACLAND, CIESTA, CYLINDIX, FREMANTLE, GLENDALE, GRANGE, HAMILTON, HAYMAN, KEWARRA, KIMBERLEY, LAUNCESTON, LONGREACH, MUSTANG, OCTAGON, PISA, REGENT, ROSEBERY, SEVILLE, SIROCCO, SOLANO, SWIFT, TRILLIUM	Installed Indoors	2 years <i>in-home</i> repair or replacement warranty followed by 3 years repair or replacement warranty for motor only.
	Installed Enclosed Outdoors	2 years <i>in-home</i> repair or replacement warranty for motor only. External appearance not covered.
VENTO CEILING FANS		
FINO, FIORE, SOLE, LIBELLULA, URAGANO	Installed Indoors	5 years <i>in-home</i> repair or replacement warranty.
	Installed Enclosed Outdoors	5 years <i>in-home</i> repair or replacement warranty for motor only. External appearance not covered.
EXHAUST FANS		
NOVALINE, SILVERLINE, SKYLINE, , SUPALINE	Installed Indoors	1 year repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
BATHROOM HEATERS		
LAVA, UNIGLOW	Installed Indoors	3 years repair or replacement warranty for the main unit. 2 years replacement warranty for heat lamps.
	Installed Enclosed Outdoors	Not covered.
COSMO	Installed Indoors	5 years repair or replacement warranty for the main unit. 2 years replacement warranty for heat lamps.
	Installed Enclosed Outdoors	Not covered.
EXTREME	Installed Indoors	5 years <i>in-home</i> repair or replacement warranty for the main unit. 2 years replacement warranty for heat lamp, inline motor and remote controller.
	Installed Enclosed Outdoors	Not covered.
REMOTE CONTROLLERS		
FRM series	Installed Indoors	1 year repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
PORTABLE FANS		
APOLLO, ATLAS	Installed Indoors	2 years repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
ATHENA	Installed Indoors	1 year repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
CEILING FAN LIGHT KITS		
Detachable Lights	Installed Indoors	1 year repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
Non-detachable (integrated with fans)	Installed Indoors	Same warranty period as of the fan.
	Installed Enclosed Outdoors	Same warranty period as of the fan.

Note : Warranty periods begin from the date of purchase.

**** Enclosed Outdoors:** Products installed at least 1.5m from the perimeter of the roof / eaves of the enclosure (for protecting the product from direct or indirect rain water or sunlight).