

Sub-Zero Group Australia Pty Ltd - Sub-Zero Appliance Warranty

FOR RESIDENTIAL USE

These Warranty Terms and Conditions (**'Warranty'**) constitute your agreement with Sub-Zero Group Australia Pty Ltd (ACN 610 807 899) (**'Sub-Zero'**) for the provision of Sub-Zero products and will also apply to any service order. The benefits given by this Warranty are in addition to all consumer guarantees and other rights and remedies prescribed by the Australian Consumer Law and any other applicable laws.

Our 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 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.

In addition to your rights and remedies under the Australian Consumer Law, Sub-Zero provides customers with a Warranty where, if any part of a Sub-Zero Product is found upon inspection by an authorised Sub-Zero representative or an associated licensed technician supplied by either Sub-Zero or a relevant supplier approved by Sub-Zero (including a Sub-Zero factory certified service provider) (**'Sub-Zero Certified Technician'**) to be defective in materials or workmanship, Sub-Zero will repair or replace the part as follows:

PRODUCT WARRANTY* (*†This warranty will apply to outdoor product for a period of one year only*)

For two years from the date of purchase of the product (or one year for an outdoor product), this Sub-Zero product warranty covers all parts and labour reasonably necessary to repair or replace, under normal residential use, any part of the product that proves to be defective in materials or workmanship (**Warranty Service**). All such Warranty Services provided by Sub-Zero under the above warranty must be performed by a Sub-Zero Certified Technician unless otherwise specified by Sub-Zero. Where the Sub-Zero Certified Technician is unable to identify any fault in the product or its parts, Sub-Zero may require the consumer to provide proof that the product, or its parts, are defective. For the avoidance of doubt, defective products or parts become Sub-Zero's property. Warranty Services will be provided during Sub-Zero's normal business hours.

*For exclusions to this Warranty, please see the section "Exclusions".

FULL FIVE YEAR SEALED SYSTEM WARRANTY – *Applies to Sealed System products only*

For five years from the date of purchase of the Sealed System, this Sub-Zero product warranty covers all parts and labour reasonably necessary to repair or replace, under normal residential use, parts of the Sealed System that prove to be defective in materials or workmanship: compressor, condenser, evaporator, drier and all connecting tubing (**Sealed System Warranty Services**). All Sealed System Warranty Services provided by Sub-Zero under the above warranty must be performed by a Sub-Zero Certified Technician, unless otherwise specified by Sub-Zero. Where the Sub-Zero Certified Technician is unable to identify any fault in the Sealed System or its parts, Sub-Zero may require the consumer to provide proof that the Sealed System is defective. For the avoidance of doubt, defective products or parts become Sub-Zero's property. Sealed System Warranty Services will be provided during Sub-Zero's normal business hours.

SERVICE AREA

Sub-Zero will bear the cost of a Sub-Zero Certified Technician travelling to and from your home for any claim which is covered by this warranty provided you live within Sub-Zero's service areas (as defined below). To the extent permitted by law, if you live outside

Sub-Zero's service areas, Sub-Zero may charge you the Sub-Zero Certified Technician's reasonable expenses incurred in connection with travelling to your home.

Sub-Zero's service areas include the Australian capital cities or metropolitan areas in which the Sub-Zero Certified Technicians are based.

If you are located outside of a Sub-Zero service area, you will be advised accordingly upon making a warranty claim.

WARRANTY CONDITIONS

This Warranty applies only to Sub-Zero products:

- installed for normal residential use and used accordingly;
- used in compliance with the manufacturer's instructions;
- maintained and serviced from time to time, as recommended, by Sub-Zero Certified Technicians; and
- in respect of Sub-Zero refrigeration products, which have been correctly installed in accordance with the manufacturer's recommendations.

This Warranty does not cover:

- any parts or labour necessary to correct any defect caused by (i) negligence, accident or improper use; (ii) normal wear and tear; (iii) service or repair by anyone other than a Sub-Zero Certified Technician; and
- in respect of Sub-Zero refrigeration products, any products which have not been installed correctly or in accordance with the manufacturer's recommendations.

CLAIM PROCEDURE

In order to claim under this Warranty, you must:

- cease using the applicable product when a fault arises or is suspected;
- contact Sub-Zero or the authorised Sub-Zero dealer from which the product was purchased to report the issue; and
- follow Sub-Zero's directions regarding what to do next. Sub-Zero's general contact details are as follows:

Sub-Zero Group Australia

11-19 Bank Place

Melbourne VIC 3000

Ph: 1300 808 859

E: serviceAU@subzero.com

You will be responsible for any expenses you incur in making a claim under this Warranty, including freight or postage costs. Sub-Zero may reimburse you for reasonable freight or postage costs in the event a Sub-Zero product is found to be defective by a Sub-Zero Certified Technician.

EXCLUSIONS

All consumer guarantees, representations, warranties, terms and conditions in relation to the products (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.

To the fullest extent permitted by law, Sub-Zero excludes all liability for damage or injury to any person, damage to any property and any indirect consequential or other loss or damage.

* Stainless steel (doors, panels, handles, product frames and interior surfaces) are covered by a limited 60-day parts and labour warranty for cosmetic defects.

* Replacement water filters and air purification cartridges are not covered by this product warranty.

† Full one year warranty applies to outdoor products. To be used outdoors, the product must be approved for outdoor use, as designated by model and serial number.