

REFRIGERATION WARRANTY

AJ Baker & Sons Pty Ltd ('Baker Refrigeration') warrants to the original purchaser ('the Purchaser') of the following commercial products supplied by Baker Refrigeration ('the Goods') that the Goods will be free from defects and/or faults in materials and/or workmanship for the following periods from the date of invoice ('the Warranty Period'):

- Manitowoc Ice Machines – Refer to the detailed Manitowoc warranty provisions as outlined on our website.
- For all other Baker Refrigeration products - Twelve (12) months for materials and workmanship.
- Baker Refrigeration spare parts — Three (3) months provided that the parts have been installed by a Baker Refrigeration authorised service agent.

Subject to the following conditions of this Warranty, if a defect and/or fault in parts and/or workmanship is found during the Warranty Period, Baker Refrigeration will replace or repair the Goods (at its option) without charge.

1. The Goods must have originated from Baker Refrigeration and must be able to be identified by Baker Refrigeration personnel as a Baker Refrigeration product.
2. The original invoice details, including serial number, MUST be provided to Baker Refrigeration at the time that any claim is made pursuant to the terms of the Warranty.
3. Any claim made pursuant to the terms of the Warranty must be made within a reasonable time of the discovery of any potential fault or defect (7 days).
4. Acceptance of a claim under this Warranty is subject to an assessment of the Goods by Baker Refrigeration, or its authorised agent, to determine the cause of the fault or defect prior to Baker Refrigeration's authorisation for repairs to be carried out.
5. This warranty does not extend to any damage to the Goods or failure of the Goods resulting from an installation that was undertaken outside the direct control of Baker Refrigeration or of its authorised service/installation agents.
6. Baker Refrigeration will not be responsible for any costs involved in gaining access to Goods for the purposes of repairs, checks or modifications. Any expense associated with obtaining reasonable access to the Goods including any modification of cabinetry, relocation of furniture, modifications to building structure(s) such as the removal of doors and glass panels etc, is the responsibility of the Purchaser. If repairs require the return of the Goods to a workshop, then these transport charges are payable by the Purchaser;
7. Where Goods are located or are to be located in premises where the induction of service or installation personnel is required, any costs for such induction of service or installation agents to gain access to sites is for the account of the Purchaser and not for Baker Refrigeration. This also includes any security escorts or safety systems isolation;
8. Baker Refrigeration is not liable for, and will not authorise repairs pursuant to a claim under this Warranty for
 - Breakage of glass or plastic components of the Goods;
 - Replacement of lights, fluorescent tubes, gaskets or components which have been damaged by exposure to spillage;
 - Damage or failure of the Goods as a consequence of not removing packaging and transport materials before use;
 - Parts subject to wear and tear including but not limited to filters, oil, fuses, lamps, night blinds, batteries, handles, locks, hinges;
 - Goods which have not been installed in accordance with Baker Refrigeration and/or the manufacturer's specifications;
 - Problems arising from blocked drains;
 - Extraordinary and unforeseeable events (voltage surges, irregular electric power supply, natural events and disaster, riots etc);
 - Repairs or replacement of Goods not bearing original serial numbers or compliance plates;
 - Damage caused to Goods due to improper use of cleaning agents, detergents, bleaches or other chemical additives or agents of a corrosive nature;
 - Damage caused to the Goods during transport that has been arranged by the Customer or his agent.
 - Any damage arising from any modification of the Goods that has taken place without prior authorisation from Baker Refrigeration;
 - Any use of the Goods for any reason other than its originally specified purpose;
 - Goods which are moved or repositioned whilst loaded with any stored products. Such products must be removed prior to movement. (All units are stationary units and not designed for regular movement on castors or legs);
 - Installation of Goods in places other than the original place (disassembly and reassembly in another place);
 - Carelessness, negligence or use other than that for which the Goods are designed;
 - Goods not performing correctly as a result of Goods being used in an environment whereby the ambient temperature and relative humidity are outside the operating parameters specified for those particular Goods; unauthorised modifications to or tampering with the Goods;

A.J. BAKER & SONS PTY LTD

ACN 008 734 834

ABN 93 008 734 834

RTA# AU10320

Web: www.ajbaker.com.auEmail: email@ajbaker.com.au

HEAD OFFICE: 6 Parkland Road, Osborne Park WA 6017

South-West WA Branch: U2, 1 Halifax Drive, Bunbury WA 6230

Queensland Branch: 157 Bluestone Cct, Seventeen Mile Rocks QLD 4073

Victoria Branch: 63 Yale Drive, Epping VIC 3076

New South Wales Branch: 6 Grevillea Street, Eastern Creek NSW 2766

South Australian Branch: 26 Cavan Rd, Dry Creek SA 5094

P.O. Box 1491, Osborne Park BC WA 6916

P.O. Box 5114, Bunbury WA 6231

P.O. Box 3065, Darra QLD 4076

P.O. Box 1104, Epping VIC 3076

P.O. Box 318, Winston Hills NSW 2153

P.O. Box 99, Dry Creek SA 5094

T: (08) 9242 5000

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T: (08) 9726 0500

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F: (03) 9401 1566

T: (02) 8856 7900

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- Compressor failure due to:
 - Insufficient regular maintenance (of the type specified by the relevant manufacturer) of components including but not limited to condensers, filters etc.;
 - Insufficient and/or irregular cleaning of the condenser (monthly & more frequently if required);
 - Failure to provide adequate ventilation for Goods as specified by the manufacturer;
 - Fair wear and tear of the Goods; or
 - Operation of the Goods in environments outside the ambient temperature and/or relative humidity range specified for the Goods.
- 9. Baker Refrigeration will either undertake the repair or nominate a repair agent authorised by Baker Refrigeration.
- 10. Repairs to the Goods must not have been attempted by any person other than an authorised service agent. Repairs attempted by a non-authorised agent will void the warranty.
- 11. Repair or supply of a substitute will not extend or renew the warranty period.
- 12. Baker Refrigeration's repair warranty is restricted to normal business hours on Monday to Friday and excluding public holidays and weekends, and make no representation as to the time within which any repairs will be carried out. Where requested by the Purchaser, after hours repairs can be undertaken, with the difference in charges payable;
- 13. Baker Refrigeration is not liable for the costs of the authorised service agents other than standard labour costs during normal working hours.
- 14. Baker Refrigeration is not liable for travelling time in excess of 50 kilometres from an authorised service agent or 1 hour from the authorised service agent, whichever is the lesser.
- 15. Baker Refrigeration shall not be liable for any indirect or consequential loss, loss of profit or any other economic loss including without limitation product losses.
- 16. The requirement for repair or replacement of the Goods must not be due to misuse, neglect, accident, improper, installation, unauthorised modification or other abuse which in the reasonable opinion of Baker Refrigeration was occasioned by the Purchaser or any agent or employee of the Purchaser.
- 17. Baker Refrigeration is not liable for, and will not authorise repairs pursuant to a claim under this Warranty for Goods which are used in a mobile application. (All Goods are designed to be operated indoors in a permanent location. Movement of Goods after installation should be restricted to whatever is required for routine cleaning and maintenance only).
- 18. Baker Refrigeration will not be responsible or liable for damage or loss caused during transport and/or testing of the Goods and will not be liable for the cost of transport or testing of the Goods.
- 19. Baker Refrigeration does not warrant the Goods where the Goods were installed and/or used in conjunction with Goods of a supplier other than Baker Refrigeration ('the other Goods') in such a way as to exceed the capacity and/or performance capabilities of the Goods or the other Goods and denies all liability for any damage whatsoever suffered by any person arising from such use.
- 20. Where Baker Refrigeration elects to replace rather than repair the Goods and no identical replacement is available for the Goods being replaced, Baker Refrigeration may replace the Goods with Goods of a similar standard and design available from its range.
- 21. The obligation of Baker Refrigeration in relation to the warranty, provided for in the previous paragraphs, is not valid in the following scenarios.
 - Installation does not conform to the instructions given in the Use and Maintenance handbook;
 - Installation in places other than the original place (disassembly and reassembly in another place);
 - Carelessness, negligence or inability in use or use other than that for which the product is designed and/or dimensioned;
 - Modifications or tampering with the product
- 22. Baker Refrigeration reserves the right to invoice a customer directly for a service call, plus parts and labour, for a service that was deemed by the licensed refrigeration technician not to be connected to a warranty issue. The invoice is required to be paid within 14 days of the invoice date.
- 23. Please contact Baker Refrigeration as soon as possible after discovery of a potential defect and/or fault with the Goods to arrange for it to be tested and/or serviced.
- 24. All warranty enquiries and/or claims should be directed to the relevant Baker Refrigeration office as outlined below, via phone, fax or email. A warranty claim form is available from our offices or our website.

In addition to the Warranty extended by Baker Refrigeration to the Purchaser, the Australian Consumer Law requires that Baker Refrigeration provide the following additional guarantees to consumers (as that word is defined by the Competition and Consumer Act) in respect of consumer Goods (as defined by that Act) supplied in Australia.

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 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.

V3. June 2015

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