



1. Commercial Product Warranty

- 1.1 Subject to clause 1.5, **Oasis Heat Pumps Limited** (the "**Company**") of New Zealand, guarantees to the Customer the heat pumps, pool heat pumps, underfloor heat pumps, aquaculture pumps manufactured or provided by it (the "**Product**") will be free from defects in material and workmanship ("**Guarantee**") for the period up until the date which is 1 year for parts and labour (or 20 years in the case of the titanium coil within the heat exchanger corroding) after the date on which the Product was purchased by the Customer ("**Guarantee Period**") PROVIDED THAT the Company will not be liable in any way for any losses arising from the Customer's subsequent use or misuse of the Product including (without limitation):
- (a) fair wear and tear;
 - (b) wilful or accidental damage;
 - (c) negligence;
 - (d) any failure to follow any of the Company's instructions as to the use and maintenance of the Product;
 - (e) connection to improper, faulty, or inadequate power supply, water, gas, or drainage services;
 - (f) damage as a result of flood, fire, storm, vermin, as a result of an act of god, or damage due to exposure of pool chemicals to the unit;
 - (g) abnormal working conditions; or
 - (h) any alteration or repair of the Product by any manufacturing process or otherwise.
- 1.2 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may impose warranties, conditions or obligations on the Company which cannot by law (or which can only to a limited extent by law) be excluded. Other than as expressly provided in this Guarantee, the Company excludes all such imposed warranties, conditions or obligations to the extent permitted by law and excludes any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- 1.3 Where the Customer acquires the Product from the Company, for the purposes of a business:
- (a) the parties acknowledge and agree that:
 - (i) the Customer is acquiring the Product for the purposes of a business in terms of sections 2 and 43(2) of the Consumer Guarantees Act 1993;
 - (ii) the Product is both supplied and acquired in trade for the purposes of the Fair Trading Act 1986 and the parties agree to contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations), and 13 (False or misleading representations); and
 - (b) the Customer agrees that all warranties, conditions and other terms implied by the Consumer Guarantees Act 1993 or sections 9, 12A and 13 of the Fair Trading Act 1986 are

excluded to the fullest extent permitted by law and the parties further acknowledge and agree that it is fair and reasonable that the parties are bound by this clause.

- 1.4 If at any time during the Guarantee Period, the Product does not comply with the Guarantee (the “**Defect**”), then the Company’s only obligation, and the Customer’s sole remedy in respect of such non-compliance is that the Company will, at its sole discretion and cost, and subject to clause 1.5:
- (a) replace the Defective part of the Product;
 - (b) replace the entire Product; or
 - (c) refund to the Customer the price paid by the Customer for the Product.
- 1.5 If the Company elects to replace the defective part of the Product or replace the entire Product:
- (a) the Company will supply the replacement parts or Product; and
 - (b) if the claim is made within the first year of the Guarantee Period, the Company will also pay for the appropriate labour to repair the defective part or replace the Product as follows:
 - (i) The Company may direct the Customer to arrange the appropriate labour, to be provided at the Company’s cost. If the Company so directs this, the Customer must provide the Company a detailed quote for this work from an appropriate tradesperson. The Company may accept the quote, accept part of the quote and reject part for the reasons set out in clause 1.5(b)(ii) and/or (iii) below, or reject the quote. If the Company rejects the quote, the Company will arrange the appropriate labour directly, and the Customer will be liable to pay any costs as set out in clause 1.5(b)(ii) and/or (iii) below.
 - (ii) Excessive labour costs due to job conditions that make the Product, in the Company’s sole discretion, unusually inaccessible or otherwise difficult to access, are not covered under this warranty and the excess is to be paid by the Customer.
 - (iii) Any costs associated with excess travel (outside of a suburban area) by the appropriate tradesperson are to be paid by the Customer.
 - (iv) To avoid doubt, the Company will not pay for the appropriate labour to repair the defective part or replace the Product if the claim is made after the first year of the Guarantee Period.
- 1.6 Any claim in respect of a Defect must be in writing to the Company supported by reasonable evidence of purchase and be received prior to the expiry of the Guarantee Period. The claim must specifically include the Customer’s name address and contact number, model and serial number of the Product, installation date, failure date, description of fault, and any other action taken.
- 1.7 This Guarantee is not transferable in any way and the Customer will not assign any of its rights under this Guarantee to any other party without the prior written approval of the Company.
- 1.8 Nothing in this Guarantee relieves the Company from any obligations which it may not by law contract out of.