

Limited Warranty

FPI Fireplace Products International Ltd. (“the manufacturer”) through its wholly owned subsidiary, Fireplace Products Australia Pty Ltd (for Australia and New Zealand customers) and sold under the Regency® brand of fireplace products (collectively referred to herein as “FPI”), extends this Limited Warranty to the original purchaser of this appliance provided the product remains in the original place of installation. The items covered by this limited warranty and the period of such coverage is set forth in the table below.

Some conditions apply (see below).

The policy is not transferable, amendable or negotiable under any circumstances.

Outdoor Gas Products	Component Coverage		Labor Coverage
	2 years	1 year	1 year
Burner tube assembly Valve assembly Pilot assembly Flame sensor/Spark electrode	✓		✓
Ignition Control Boards	✓		✓
Wiring/Switches/Battery Pack (EXCLUDES Batteries)	✓		✓
Pilot Tube/Burner and Pilot Orifices	✓		✓
All hardware including wheels and rubber feet	✓		✓
Weather covers	✓		
Thermocouple		✓	✓
Electrical components		✓	✓
Tempered Glass		✓	✓
All media		✓	✓
Stainless components/ Paint/Gaskets/ All finishes/Plated Corners	Nil	Nil	Nil

After the original warranty coverage for any of the parts above have expired, any repair and/or replacement parts purchased by the consumer from FPI or through an accredited distributor or dealer will carry a ninety (90) day warranty (valid only with an original copy of the tax invoice). No labor coverage is included with any repair and/or replacement part.

Replacement parts and/or units are limited to one per warranty term.

Conditions:

Warranty protects against defect in manufacture or FPI factory assembled components only, unless herein specified otherwise. This warranty will only apply to those products which are acquired at the time of this warranty being effective. FPI will not be liable for any damage or loss that falls outside the scope of the warranty.

Any part(s) found to be defective during the warranty period as outlined above will be repaired or replaced at FPI’s option through an accredited distributor, dealer or pre-approved and assigned agent provided that the defective part is returned to the distributor, dealer or agent for inspection if requested by FPI. Alternatively, FPI may at its own discretion fully discharge all of its obligations under the warranty by refunding the verified purchase price of the product to the original purchaser. The purchase price must be confirmed by an original copy of the tax invoice.

The authorised selling dealer, or an alternative authorised FPI dealer if pre-approved by FPI, is responsible for all in-field diagnosis and service work related to all warranty claims. This warranty does not cover dealer travel costs for diagnostic or service work. Dealers may charge homeowner for travel and additional time. Check with your selling dealer in advance for any costs to you when arranging a warranty call. FPI is not responsible for results or costs of workmanship of unauthorised FPI dealers or agents in the negligence of their service work. Additional service fees may apply if you are seeking warranty service from a dealer other than the dealer from whom you originally purchased the product.

At all times FPI reserves the right to inspect reported complaints on location in the field claimed to be defective and determine whether the warranty will apply prior to processing or authorising of any claim. Failure to allow this upon request will void the warranty.

All warranty claims must be submitted by the dealer servicing the claim, including an original copy of the tax invoice (proof of purchase by you). All claims must be complete and provide full details as requested by FPI to receive consideration for evaluation, including proof of maintenance records. Incomplete claims may be rejected. FPI has absolute discretion to assess and determine any warranty claim and may accept or reject a claim as it considers appropriate. Any part or parts of the unit found to be defective will be repaired or replaced at FPI's option, through an accredited distributor or service agent provided that the defective part be returned to the distributor or agent, **Transportation Prepaid**, if requested. **It is the general practice of FPI to charge for larger, higher priced replacement parts and issue credit once the replaced component has been returned to FPI and evaluated for manufacturer defect.**

If a consumer has a unit installed outside an accredited distributor, dealer or pre-approved service agent's service area, or the closest approved service agent is situated more than thirty (30) kilometres from the installation, FPI is not obliged to arrange warranty repairs or shipping/transportation costs. In these cases, the consumer must arrange warranty service with its selling dealer, and shipping, travel and/or additional labor charges will apply.

Unit must be installed according to all manufacturers' instructions as per the manual.

All Local and National required codes must be met.

The installer is responsible to ensure the unit is operating as designed at the time of installation.

The original purchaser is responsible for annual maintenance of the unit, as outlined in the owner's manual. As outlined below, the warranty may be voided due to problems caused by lack of maintenance. Annual maintenance records should be retained.

Exclusions:

This Limited Warranty does not extend to paint, rust or corrosion of any kind due to a lack of maintenance or improper venting, combustion air provision, corrosive chemicals (i.e. chlorine, salt, air, etc.), door or glass gasket, or any other additional factory fitted gasketing.

Malfunction, damage or performance based issues as a result of environmental conditions, location, chemical damages, downdrafts, installation error, installation by an unqualified installer, operator error, abuse, misuse, use of improper fuels, accidents, lack of regular maintenance and upkeep, acts of God, weather related problems from hurricanes, tornados, earthquakes, floods, lightning strikes/bolts or acts of terrorism or war, which result in malfunction of the appliance are not covered under the terms of this Limited Warranty.

FPI has no obligation to enhance or modify any unit once manufactured (i.e. as products evolve, field modifications or upgrades will not be performed on existing appliances).

Any unit showing signs of neglect or misuse will not be covered under the terms of this warranty policy and may void this warranty. This includes units with rusted or corroded fireboxes which have not been reported as rusted or corroded within three (3) months of installation/purchase. Any alteration to the unit which causes sooting or

carboning that results in damage to the exterior fascia or over firing that can cause component or firebox/heat exchanger failure will not be covered by this warranty.

Units which show evidence of being operated while damaged, or with problems known to the purchaser and causing further damages will void this warranty.

Units where the serial no. has been altered, deleted, removed or made illegible will void this warranty.

Minor movement, expansion and contraction of the steel is normal and is not covered under the terms of this warranty.

Freight damages for products or parts are not covered under the terms of the warranty.

Porcelain/Enamel: Absolute perfection is neither guaranteed nor commercially possible. Any chips must be reported and inspected by the authorised selling dealer within three (3) days of installation. Any damage of this type not reported after this time period will be subject to rejection and any related warranty will not apply.

Special Finishes: Expect some changes in color as the product "ages" with constant heating and cooling. The manufacturer warranty does not cover tarnishing, changing colors and/or marks (i.e. finger prints, etc.) after the purchase of the product. Damage from the use of abrasive cleaners is not covered by warranty.

Products made or provided by other manufacturers and used in conjunction with the FPI appliance without prior authorisation from FPI may void this warranty.

INCORRECT INSTALLATION OR GAS PRESSURE SETTINGS ARE NOT COVERED BY WARRANTY. A SERVICE OR CALLOUT FEE WILL BE CHARGED IN THESE CIRCUMSTANCES.

Limitations of Liability:

1. Exclusion of implied terms

The customer may have the benefit of consumer guarantees under the Australian Consumer Law. To the maximum extent permitted by law, all terms, conditions or warranties that would be implied into this Warranty or in connection with the supply of any goods or services by the supplier under law or statute or custom or international conventions are excluded.

2. Limitation of liability

(a) To the maximum extent permitted by law and subject to clauses 1 and 3, the supplier's total liability arising out of or in connection with its performance or its obligations pursuant to this Warranty, or arising out of or in connection with the supply of specific goods or services (including pursuant to or for breach of this Warranty, under statute, in equity or for tort, including negligent acts or omissions) is limited as follows: (i) the supplier shall have no liability to the customer for any Consequential Loss; (ii) without limiting the effect of clause 2(a)(i), the supplier's total aggregate liability for Loss, however arising, shall not exceed the GST exclusive aggregate price paid by the customer to the supplier for the specific goods or services that gave rise to the Loss in question.

(b) The limitations and exclusions in this sub-clause do not apply to the extent that any Loss is directly attributable to: (i) the personal injury or death caused by the supplier's default, breach of this Warranty or negligence; or (ii) fraud by the supplier.

(c) Each party must take reasonable steps to mitigate any Loss it suffers or incurs.

3. Limitation of liability under Australian Consumer Law Guarantees

(a) To the extent that goods supplied by the supplier are not goods of a kind ordinarily acquired for personal, domestic or household use and the customer is deemed to be a consumer for the purposes of section 64A of the Australian Consumer Law, the customer agrees that the supplier's liability for a failure to comply with a consumer guarantee that the customer may have a benefit under the Australian Consumer Law (other than a guarantee under sections 51 (title), 52 (undisturbed possession) and 53 (undisclosed securities)), is limited to, at the option of the supplier, one or more of the following: (i) replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) equivalent goods; or (v) the payment of the cost of having the goods repaired.

(b) To the extent that services supplied by the supplier are services other than services of a kind ordinarily acquired for personal, domestic or household use or consumption, the supplier's liability for failure to comply with a consumer guarantee that the customer may have the benefit of is limited to, at the option of the supplier: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again.

4. Subject to Change

This Limited Warranty is given at the time of sale and purchase of the relevant fireplace product. The terms of this Limited Warranty may be amended from time to time by FPI in accordance with changes to business practices, consumer laws or other legal requirements. The rights and protections granted under the Limited Warranty are those in force in relation to a fireplace product at the time and in the place of sale of that product, and only those terms will be applicable in respect of that product.

5. Severability

Any term of this Limited Warranty that is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Limited Warranty or affecting the validity or enforceability of that provision in any other jurisdiction.

6. Definitions

For purposes of clauses 1, 2 and 3:

(a) Consequential Loss means loss of expected savings, loss of use, loss of opportunity, loss of profit, loss of revenue, increased financing costs, loss arising from delay, or any consequential, special or indirect loss or damage, whether or not the possibility or potential extent of the loss or damage was known or foreseeable, and whether arising from a claim under indemnity, contract, tort (including negligence), statute or otherwise.

(b) Loss means any expense, cost or damage of any kind and includes Consequential Loss and a fine or penalty imposed by a statutory or other authority.

How to Obtain Warranty Service:

Customers should contact the authorised selling dealer to obtain warranty service. In the event the authorised selling dealer is unable to provide warranty service, please contact FPI by mail at the address listed below. Please include your name, address, purchase date, selling dealer, serial #, type of unit, a brief description of the problem, email and telephone contact information, and a copy of your original tax invoice. A representative will contact you to make arrangements for an inspection and/or warranty service. (See below for Western Australia and/or New Zealand)

Please note Fireplace Products Australia Pty Ltd does not provide installation services.

Fireplace Products Australia Pty Ltd

1 – 3 Conquest Way
Hallam, VIC
Australia, 3803
Phone: +61 3 9799 7277
Fax: +61 3 9799 7822

To obtain warranty service in Western Australia and/or New Zealand, please contact one of our authorised distributors in those areas:

Western Australia:

Air Group Australia

28-30 Division St.
Welshpool, WA
Australia, 6106
Phone: (08) 9350 2200
Fax: (08) 9353 4225

New Zealand:

Aber Holdings Ltd

PO Box 10095
Te Rapa, Hamilton
New Zealand, 3241
Freephone: 0800 161 161

Product Registration and Customer Support:

Thank you for choosing a Regency Fireplace. Regency strives to be a world leader in the design, manufacture, and marketing of hearth products. To provide the best support for your product, we request that you complete a product registration form at <http://www.regency-fire.com.au/Customer-Care/Warranty-Registration.aspx> within ninety (90) days of purchase.