



## 5 YEAR WARRANTY

This product comes with a limited warranty to the original purchaser of this appliance provided the product remains in the original place of installation.

### Warranty Term:

**Onyx electric fireplaces are warranted to be free from defects for a period of 5 (five) years parts and 5 (five) years labour from the date of original purchase from an Onyx authorised retailer**

Some conditions apply (see below).

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

After the original warranty coverage has expired, any repair and/or replacement parts purchased by the consumer 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 are limited to one per warranty term.

### Conditions:

Warranty protects against defect in manufacture or 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. Excluding liability 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 the discretion of our 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. Alternatively, the supplier 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 dealer if pre-approved by the supplier, 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. The supplier is not responsible for results or costs of workmanship of unauthorised 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 the supplier 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 to receive consideration for evaluation, including proof of maintenance records. Incomplete claims may be rejected. The supplier 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 the option of the supplier, 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 to charge for larger, higher priced replacement parts and issue credit once the replaced component has been returned 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, the supplier 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 labour 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.), firebrick (rear, sides or bottom), door or glass gasket, or any other additional factory fitted gasket.

Malfunction, damage or performance based issues as a result of environmental conditions, location, chemical damages, installation error, installation by an unqualified installer, operator error, abuse, misuse, 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.

The supplier 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 appliance may void this warranty.

**INCORRECT INSTALLATION IS 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 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 clause 1, 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. 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 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.

### 4. 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.

### 5. Definitions

For purposes of clauses 1 and 2:

(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.

