

WARRANTY INFORMATION

QUICKFITTING 5-YEAR LIMITED HVAC/R PUSH-TO-CONNECT FITTING

Quick Fitting New Zealand Limited ("we", "us", "our", and "QuickFitting") (reseller) provides this Warranty. QuickFitting is independent of Quick Fitting Holdings, LLC (manufacturer).

WARRANTY

Subject to these Warranty terms (including the Conditions and Exclusions), QuickFitting warrants, to you ("purchaser" or "you") and to any property owner in New Zealand and Australia where QuickFitting HVAC push-to-connect fittings and adapters (the "Product") are installed, that the Product shall be free from defects in material and workmanship in approved HVAC uses ("the Warranty") for a period of 5 years from the date of purchase of the Product or (at Quick Fitting's discretion if proof of purchase is unavailable) from the date of manufacture of the Product ("Warranty Period").

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED, AND THE REMEDIES SPECIFIED IN THIS WARRANTY SHALL BE THE EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT. By ordering the Product, you and the property owner agree to these Warranty terms.

CONDITIONS

The Warranty applies only if each of the following conditions are met:

1. The installer of the Product must be a qualified technician. All Product must be installed in accordance with all applicable codes, good HVAC practices, and in accordance with any local, state, or national legal requirements.
2. The Product must be used within the design parameters specified in any installation guidelines and technical notes for the applicable system, which includes field pressure testing. Failure to install the Product in accordance with the applicable manufacturer's installation instructions, from time to time, will void all applicable warranties and may result in severe property damage.
3. The Product must be used in a manner consistent with its intended use and be used in installations and environments acceptable for its material and design specifications, including not being installed in a system that may operate at temperatures or at pressures exceeding the approved ratings which can be found on the Product, its packaging, or installation instructions.
4. The Product must be installed on tubing, piping, or fittings that comply with the New Zealand Building Code or the Australian National Construction Code, as applicable, which have been certified by a recognised third-party testing agency.

EXCLUSIONS

The Warranty does not cover:

1. Damage caused by tampering, mishandling, neglect, abuse, accidental damage, freeze damage. Any failure as a result of any freezing fluids within the pipes does not constitute a defect in material or workmanship of the Product and is not covered by the Warranty.
2. Damage caused by over-exposure to ultraviolet light, or harmful, unauthorised or unanticipated chemicals, substances, or corrosive water conditions.
3. Damage resulting from external factors, including but not limited to acts of God, such as earthquakes, fire, flood, or lightning.
4. Damage from abnormal operating conditions including exposure to pressures and temperatures beyond the specified operating range of the Product.
5. Any unauthorised modifications or repairs that damage the Product.
6. Poor workmanship during installation (including failure to properly debur and clean pipe prior to inserting the fitting).
7. Failure to properly test and pass common testing methods (including pressure testing) after the installation and before the Product or system is put in service.
8. Natural wear and tear.
9. Issues arising from failure to maintain the Product as per recommended guidelines.

QuickFitting does not warrant the design, assembly, or installation of the system using the Product.

Except as covered by this Warranty or otherwise specifically authorised in writing by QuickFitting, QuickFitting will not pay for any costs or expenses for transportation, relocation, labour, repairs or any other work associated with removing and/or returning the failed or defective Product or installing any replacement Product.

To the maximum extent permitted by law:

1. QuickFitting is not responsible for any incidental, indirect, contingent, special or consequential damages, including, without limitation, economic loss, loss of profits, or the cost of repairing or replacing any property that is damaged if the Product is defective. This limitation applies even if QuickFitting could have foreseen or has been advised of the possibility of these damages.
2. Where the Product is acquired in trade for the purpose of resale, the provisions of any consumer law (including the New Zealand Consumer Guarantees Act 1993, excludable provisions of the New Zealand Fair Trading Act 1986, and the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth)) that might otherwise apply do not apply and are expressly excluded. To the extent required, you agree that it is fair and reasonable to exclude the application of those provisions.

3. QuickFitting will not be responsible for any liability whatsoever directly or indirectly caused or contributed to by the purchaser, or any other reseller to whom the purchaser on-sells the Product, failing to comply with any applicable laws, including consumer law, or making any statement about the Product (for example, about the Product's performance or characteristics) not set out in the Product sheet or packaging or otherwise approved by us.

REMEDIES

If, after inspection, we find that a Product has failed during the Warranty Period due to a defect in material or workmanship, our liability shall be limited, at our sole option, to:

1. repair or replacement of the defective Product during normal working hours and through a place of business determined by QuickFitting; or
2. a refund of the amount paid for the Product.

In its absolute discretion, QuickFitting may also decide to reimburse the property owner where any Product is installed for the reasonable costs of repairing or replacing any real property damaged by any leak caused by a defective Product during its Warranty period if:

1. the damage is directly caused by the defective Product;
2. reasonable steps were taken by the property owner to promptly mitigate the effects of the defective Product and any damage as soon as it was discovered; and
3. the Product was installed by a qualified HVAC technician,

CLAIM PROCESS

To make a Warranty claim, you must comply with the following:

1. promptly return the defective Product to QuickFitting (see contact details below) for inspection and testing, and in any event within 30 days after detection of the alleged failure or defect within the Warranty Period (with shipping charges prepaid);
2. if the alleged defect involves a connection or joint with a Product, the Product must be returned with a section of the pipe still inserted;
3. provide the model number of the Product (if available), the original date of purchase, proof of purchase, and the nature of the alleged product failure or defect; and
4. provide any other information or evidence as required by us to investigate the alleged defect.

Products returned without shipping charges prepaid will be refused.

Proof of purchase is required to validate the Warranty. If proof of purchase is not available and the Product has a clear date of manufacture, then, at Quick Fitting's absolute discretion, QuickFitting may determine to accept the Warranty claim, with the Warranty Period defaulting to 5 years from the manufacture date.

Products requiring an inspection from the manufacturer will be forwarded to Quick Fitting Holdings, LLC in the USA.

WARRANTY SERVICE CONTACT INFORMATION

Quick Fitting New Zealand Limited,
Attention: Warranty Claim
Address: 31 Northside Drive, Westgate, Auckland
0814, New Zealand
Phone: +64 390 7963
Email: warranty@quickfittingnz.com