

# ANNEX



**TERMS AND CONDITIONS OF SALE**

1. By purchasing a Fagor product, you agree to be bound by the terms and conditions of the following agreements.
2. The granting of credit shall be at the sole discretion of the company and shall be varied from time to time at it seems fit. A letter signed by an officer of the company shall be evidence as to the terms of credit applicable at any time. Credit will be automatically stopped if any invoice is outstanding.
3. Prices for the product will be as invoiced and are subject to change without notice.
4. All prices quoted in this price list are exclusive of Goods and Services Tax (GST).
5. The contract of sale is between the company and its direct customer only.
6. Fagor is not responsible for any loss of profits in the event of failed transactions.
7. If payment for any goods is not made on the due date for payment or if the Applicant being an individual, commits an act of bankruptcy or being a company goes into liquidation whether voluntary or pursuant to an Order of the Court or suffers a Receiver, Receiver Manager or Official Manager to be appointed or enters into a Scheme of Arrangement with its creditors pursuant to The Corporations Act 2001 section 513 or if the Company is of the opinion that the applicant being an individual ceases to trade with the Company and/or without the written consent of the Company, the business of the applicant is carried on by an incorporated body, then the company may without notice enter any premises occupied by the applicant is carried on by an incorporated body, then the company may without notice enter any premises occupied by the applicant with such facilities as may be necessary and remove all the goods of the Company, in respect of which the title has not passed to the Applicant and for the purpose thereof may enter such premises forcibly if necessary and take such action as may be necessary to gain access to any premises for the purpose of removing such goods.
8. The Applicant acknowledges that before entering into an agreement for the purposes of purchasing any goods from the Company, he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or unsecured creditor to appoint a receiver, to petition for winding up of the company or exercise any other rights over or against the company's assets.
9. The Applicant acknowledges that he is in possession of any goods purchased from the Company, solely as bailee for the Company until such time as the full price thereof, is paid to the Company.
10. Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Applicant shall have paid to the Company the agreed price. Following such payment, title of the goods shall be transferred to the Applicant provided that shall not be deemed to be made until any cheque in payment has been duly honoured.
11. The Applicant's right of possession of the goods shall cease if he, not being a company, commits an act of bankruptcy or if he, being a company, does anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up. The Company may for the purpose of recovery of its goods enter forcibly if necessary upon any premises where they are stored and may repossess and remove the same.

**DELIVERY**

1. Deliveries are F.I.S. (Free into distributor's store) to all Australian capital cities for net order values over \$5000, except Darwin, Perth and Tasmania.
2. Direct deliveries to the customer and/or tailgate deliveries can be arranged by quotation only prior to placing an order.
3. Conveyor dishwashers are F.O.B ex our Sydney warehouse.

**SEVERABILITY**

All provisions contained herein shall be construed so as not to be invalid, illegal or unenforceable in any respect but if any such provision on its true interpretation is illegal, invalid or unenforceable that provision may, at the options of the parties hereto, be read down to such an extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all circumstances so as to give it a valid operation of partial character. In the event that any such provision or part thereof cannot be so read down, such provision shall be deemed to be void and severable and the remaining provisions hereof shall not in any way be affected or impaired thereby.

**STOP!****- Your warranty is not valid until-**

1. You complete and return your warranty registration
2. Installation and commissioning is carried out by **Fagor approved technicians only** (at your cost), as per Australian standard AS5601\*
3. The commissioning check list is completed and returned to Fagor (FAX (02) 9984-7544 EMAIL info@fagor.com.au)

\* A list of Fagor approved technicians can be obtained by logging onto [www.fagor.com.au](http://www.fagor.com.au)

\* AS5601-2004 article 9.2 p 130 available of request from Fagor.

For all technical support please ring 1800 FAGOR1  
Matt Saunders – Product Support Manager – 0434 423 012

**Please read the following BEFORE using your appliance,  
calling a service technician or claiming warranty****Important – Customers Please note:****The customer's responsibility, the customer must:**

- Read the instructions and be fully aware of your new appliance
- Return the completed warranty card to OUR office immediately
- Keep a signed & dated copy of this agreement in your possession (to verify all warranty claims)
- \*Train ALL staff associated with the use of & cleaning of the appliance

\*Initial basic training can be arranged directly with Fagor at no additional cost, all ongoing training becomes the responsibility of the owner.

- Use common sense around kitchen appliances
- Be aware of the risks associated with electricity, gas, water and waste
- Be fully aware of sensitive components such as control boards, switches, thermo-couples, gas valves & thermostats and respect these as such
- Contact Fagor directly in the first instance of faults & failures
- Agree to working with Fagor to resolve unclear issues amicably
- Provide assistance and the necessary information required to help validate warranty claims AND where possible the cause of the fault

### Effective date January 2009

1. These conditions must be read in conjunction with Fagor Australasia Pty Ltd's Terms and Conditions of Sale.
2. Fagor Australasia Pty Ltd warrants that the equipment, as supplied by Fagor Australasia Pty Ltd to the original purchasers, is free from defects in materials and workmanship.
3. Should any part become defective as a result of normal use within the period and limits defined below, then at the discretion of Fagor Australasia Pty Ltd such parts will be repaired or replaced by Fagor Australasia Pty Ltd or its nominated Service Provider.

### This warranty is subject to the following conditions:

4. Repairs under this warranty must be performed by a Fagor Australasia Pty Ltd nominated Service Provider. Fagor Australasia Pty Ltd will not be held responsible for charges incurred or service carried out by non-Fagor nominated Service Providers unless prior approval to the repair has been given by Fagor Australasia Pty Ltd. Where possible Fagor Australasia Pty Ltd should be informed of any faults likely to result in a warranty claim prior to any work being carried out.
5. Repairs in accordance with this warranty should be carried out between the hours of 8.30 am and 5.00pm Monday to Friday. Out of hours call-out rates and charges will not be accepted without prior agreement. Penalty rates for after hours service apply and, when charged, the difference between normal hourly rates and penalty rates will be the customer's responsibility.
6. All installations must be carried out in accordance with local Installation Code and Local Authority requirements covering electricity, gas, fire and health and in accordance with the appropriate National Gas Installation Code NZS5261 / AS/NZ 3000 Wiring Rules. Installation and commissioning procedures must be carried out in accordance with the instructions in the manuals supplied with all equipment.
7. A copy of a Gas fitting Certification / Certificate of compliance may be requested to validate a warranty claim.
8. Fagor Australasia Pty Ltd will not be held responsible for charges for any service work not deemed to be warranty work including exclusions.
9. All equipment is covered by a 12 months parts and labour warranty subject to our terms and conditions of sale.
10. The Parts and Labour warranty term is effective from date of installation however the term of warranty shall not exceed 18 months from date of dispatch from Fagor Australasia Pty Ltd.

### Exclusions

11. The Equipment warranty specifically relates to component failure. Consumables, component adjustments and the resetting of safety devices are covered under warranty only for the first 30 days from date of installation with the exception of the items listed below.
12. The warranty does not extend to nor will Fagor Australasia Pty Ltd be liable for the following:
  - a. **Installation problems** (where not installed by Fagor Australasia Pty Ltd) i.e. adjusting and correcting installation issues, including but not limited to:
    - Adjustments associated with the commissioning of the machine or requirements specified in the product's user manual e.g. checking operation of door switches, setting switches in correct position, checking drive chains etc.
    - Failure to install units in accordance with the instruction manuals supplied with all equipment.
  - b. **Connecting services i.e. any connecting service that does not meet the equipment specification, including but not limited to:**
    - Water supply (hot or cold) pipe work and/or connections made by others
    - Water quality – limitations apply, refer to your product manual (article 1.5 for combi ovens & article 1.3 for dishwashers)
    - Water temperature outside equipment specification.
    - Electrical supply cabling and/or mains connections made by other parties.
    - Electrical connecting plugs made by others and/or wall socket outlets.
    - Gas supply pipe work and/or connections made by other parties.
    - Gas flow or pressure issues.
    - Drains and/or connections made by others and/or pipe work not specifically part of the equipment supplied.
  - c. **Abuse associated with willful and/or deliberate damage i.e. any part of the unit which has been subject to:**
    - Misuse and/or willful damage.
    - Neglect.
    - Incorrect operation.
    - Accidental damage.
    - Damage caused by movement or transportation by other parties.
    - Freight damage (where freight is not arranged by Fagor)
    - Use of abrasive or incorrectly specified cleaning chemicals.
    - Water ingress and/or damage due to incorrect cleaning procedures.
    - Unfiltered / untreated / hard water
    - Local environmental issues (unless previously agreed in written form)

- d. Loss of profits or damage to other equipment.**
  - Under no circumstances shall Fagor Australasia Pty Ltd or any associated company or agent be liable for loss of profits or product or damage to other equipment.
- e. Glass including but not limited to the following:**
  - Door glass panels.
  - Globes/bulbs and fuses when blown due to globe/bulb failure.
  - Lens covers.
  - Gauge glasses.
  - Lamps.
- f. Seals i.e. rubber/silicon products including but not limited to:**
  - Door seals.
  - O-rings.
  - Light seals.
  - Drive belts.
  - Cabinet sealants.
- g. Hoses**
- h. Cleaning and maintenance including but not limited to:**
  - Costs associated with cleaning the equipment in order to access necessary fixtures and components.
  - All lubricants and any cleaning materials used.
  - Rusting and/or corrosion.
  - De-scaling.
  - Blocked gas pilots and/or injectors.
  - Blocked solenoid bodies.
  - Blocked drains, drain pipes and/or failure of components due to a blockage.
  - Failure of the equipment's components where directly due to the lack of cleaning and/or maintenance.
  - Costs associated with performing general equipment servicing.
  - Where equipment is older than 30 days i.e. including:
    - Tightening and/or adjusting tension of drive chain or v-belts.
    - Tightening, adjusting tension and/or tracking of conveyor belts.
- i. Missing items including but not limited to:**
  - Lost components, fittings and/or attachments.
- j. Resetting of tripped safety devices where equipment is older than 30 days and where no other fault exists including but not limited to:**
  - Tripped over temperature devices.
  - Tripped overload devices.
  - Tripped circuit breakers.
- k. General exclusions including but not limited to:**
  - Supply hoses and/or drainage lines not supplied by Fagor Australasia Pty Ltd.
  - Fitting of any non-genuine Fagor Australasia Pty Ltd component will void warranty.
  - Any modifications or alteration to equipment not approved by Fagor Australasia Pty Ltd.
  - Additional labour costs associated with restricted access.
  - No-fault found calls.
  - Where operator error is evidenced.
- l. General exclusions for remote sites including but not limited to:**
  - On site warranty service work will be provided in capital city metropolitan areas only. In other locations the customer is responsible for all traveling time and service call costs – the labour cost to actually repair the fault at normal hourly rates only will be met by this company.
  - Travel charges outside 200km travel distance or 2 hours travel time, round trip from nearest service centre.
  - Additional costs incurred (without prior approval) for any:
    - Accommodation.
    - Ferry/barge charges.
    - Associated waiting time relating to attending remote sites.
    - Access charges.
    - Car hire.
    - Personal allowances.
    - Flights.

I have read and understood these terms & conditions

Signed .....Position.....Date.....

**TO VALIDATE YOUR WARRANTY THIS COMMISSIONING CHECKLIST MUST BE COMPLETED BY A FAGOR AUTHORISED TECHNICIAN AND RETURNED TO FAGOR**

**All Appliances**

	<b>Yes</b>	<b>No</b>
Adjustment to regulation 900mm high prior to connection		
Each unit 100% level (left to right and front to back)		
All grey coloured adjustable legs removed if aligning counter top units		
All plastic protective coating removed prior to assembly		
3 phase electrical appliances hard wired to the isolator by client's electrician		

**Dishwashers**

	<b>Yes</b>	<b>No</b>
Drain for pass through dishwashers no higher than 180mm off floor, including "s bend"		
Drain for undercounter dishwashers at least 500mm above base of machine		
ALL dishwashers connected to generous supply of hot water (50°C min - 65°C max) not an instantaneous unit		
Connection, by client's electrician, of limit switch on outlet side of unit on conveyor washers		

**Cooking Equipment**

	<b>Yes</b>	<b>No</b>
10 amp GPO to service 240V electronic ignition system on gas fryers and bratt pans		
Gas pressure measures 1.1kpa AT EACH APPLIANCE during peak operation		
Pressure reduction valve (max 300 kpa) fitted if required		

**Combi Ovens**

	<b>Yes</b>	<b>No</b>
Installed absolutely level (left to right and front to back)		
Water quality tested and correct filter fitted		
Pressure reduction valve (max 300 kpa) fitted if required		
Drain includes an air break and a copper tun dish		
Hard wired through the base gland provided to the control board		
Wiring not damaged when opening or closing the control board assembly		
Oven not slid into place (legs are static load bearing only)		

**Refrigeration**

	<b>Yes</b>	<b>No</b>
Installed absolutely level (left to right and front to back)		
Provide adequate ventilation and return air		

Commissioned by (name)

.....

Plumber's / Electrician's registration number

.....

Date of Installation / Commissioning

.....

Signature of commissioner

.....

Signature of owner

.....

**CUSTOMER DETAILS**

Business Name .....

Address .....

Contact name .....

Telephone number .....

**PRODUCT DETAILS**

Model .....

Serial Number .....

Date of Purchase .....

Purchased from .....



**WARRANTY DISCLAIMER FORM FOR COMBI OVENS WITHOUT WATER FILTERS**

Dear Customer,

Water quality varies dramatically across Australia and since we are not familiar with your area, we highly recommend the purchase of a professional water filter to protect your investment **at the time of purchasing your new oven.**

You may choose NOT to at your own risk.

If you choose not to purchase a Fagor-approved **Brita Water Filter** you may void your 12 months warranty, if your claim relates to internal water damage.

In this instance you will be required to sign this disclaimer **prior to dispatch** and return it to Fagor Australasia on Fax: 02 9984 7544

Customer:.....

Model: .....

Serial no:.....

Fagor invoice number:.....

I understand that, by choosing not to purchase a Fagor-approved Brita water filter at the time of purchase, the warranty on the above Combi Oven may be void; this will be determined by a qualified Fagor technician **ONLY** in the event of a claim.

Name:.....

Position:.....

Signed: .....

Dated: .....