

## Express Warranty

All BreatheSafe products carry a warranty against defects in materials or workmanship, provided the defects are not from factors outside of BreatheSafe's control (including neglect, lack of maintenance, improper installation or operation, unauthorized servicing repair etc.). BreatheSafe will replace goods defected in material or workmanship at our Queensland factory or designated branch\*. All parts deemed as failed or faulty must be returned to BreatheSafe for evaluation unless otherwise stated in writing.

*\* Note- Systems must be installed and commissioned as per BreatheSafe installation and commissioning instructions. Once commissioned the online commissioning sheet must be filled in, this will then extend the components warranty as below.*

The system must be serviced and maintained correctly, and by trained and qualified personnel. This includes BreatheSafe technicians, qualified automotive air-conditioning technicians, or qualified auto electricians.

### Warranty period – Standard

- 1 year or 10,000 hours (whichever occurs first).
- Controllers – 1 year no extended warranty option.

### Warranty Period Extension when commissioning documents are registered online

*Extended warranty only offered if commissioning maximum pressure test reaches at least 250Pa.*

- Brushless motor fixed speed 2 years, or 10,000 hours (whichever occurs first).
- Variable speed brushless motor 15,000 hours, or 3 years\*\* (whichever occurs first).  
*\*\* Must be supplied with a variable speed pressure controller, data download required for 3-year warranty option.*

### Link to online Commissioning and Extended Warranty Registration form

<https://www.breathe-safe.com.au/commission/>

### What is not covered under Express Warranty?

- Failures due to incorrect application.
- Damage resulting from neglect, misuse, lack of maintenance, improper installation, or operation, improper or abnormal use, accidental or unauthorized servicing repair.
- Failures due to parts not sold or approved by BreatheSafe.
- Failures from any other cause not directly related to a defect in material or workmanship.

This Express Warranty is VOID if the product is altered, modified, or used in the manner it was not designed for, also including unauthorized repairs, or using maintenance and repair parts other than those supplied by BreatheSafe.

### BreatheSafe responsibilities

- If there is a defect in material or workmanship not caused by the excluded failures during the warranty period, BreatheSafe will either replace the defective goods at our Queensland factory, or designated branch. \*
- Alternatively, BreatheSafe may elect to provide new replacement parts, BreatheSafe approved repair parts or assembled components needed to repair the defect.
- BreatheSafe reserves the right to provide a refund of the purchase price in lieu of replacement or repair at BreatheSafe's discretion.
- The replacement or repaired product will be sent to you freight prepaid by the customer or made available for pick-up on site.

### Users Responsibilities

- The customer should ensure that the system is maintained according to BreatheSafe service requirements and only authorized parts must be used to service and maintain BreatheSafe systems.
- In the event of a suspected warranty claim, BreatheSafe should be contacted in the first instance to arrange the repair or to assist with diagnosis. Claims should be made within one week of the repair.
- After contacting BreatheSafe, you may be required to deliver or send the parts to BreatheSafe's Queensland factory or designated branch. \*

### Link to online Warranty claim form

<https://www.breathe-safe.com.au/warranty/>

### Exclusion and Limitations on Damages and Remedies

- This warranty is provided in lieu of all other warranties, written or oral, whether express by affirmation, promise, description, drawing, model, or sample.
- To the extent allowed by law, all warranties other than this warranty, whether express or implied, including implied warranties of fitness for a particular purpose, are disclaimed.
- The maximum liability of BreatheSafe under this warranty shall not exceed the original purchase price of the product.
- Interference with the equipment by or abuse, or by operating the equipment at ambient temperatures or with electrical power characteristics outside the ranges indicated in our specification shall be excluded from this warranty, as shall consequential damages.
- Excluded from any express warranty are costs incurred in relation to service outside our factory our designated service branch including traveling time, waiting time, transport costs, mechanical and overtime payments required.

### ACL required text for goods warranties

As per Australian Consumer Law:

*You are entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.*

**\*This express warranty gives you specific legal rights and you may also have other rights that vary from country to country.\***