

Smith's Environmental Products Warranty Policy September 2016

Smith's Environmental Products Ltd (Smith's), provides a warranty to the original purchaser, at the site of the original installation, such that its products will be free from defects in materials and workmanship for the following periods:

- Smith's fan convector heaters utilising an electrical element : 5 years from date of purchase
- Smith's fan convector heaters utilising a hydronic heat source*: 5 years from date of purchase
- Controls for convector heaters: 5 years from date of purchase
- Smith's OneStop water conditioner: 5 years from date of purchase
- Smith's Shock arrestor: 5 years from date of purchase

* Where a motorised valve is incorporated into a heater, the motorised valve attracts a 2 year warranty only.

The original purchaser's remedy for breach of this Warranty is expressly limited to repair or replacement of any part or parts found to be defective under conditions of normal service and use during the above warranty period and does not extend to Smith's on being liable for any incidental, special or consequential damages or losses whatsoever, such as loss of use of the product, inconvenience or lost profits.

This Warranty does not cover any defect, damage or malfunction in the product which is due to: failure to comply in any respect with Smith's installation, maintenance or operating instructions; faulty storage, handling, installation or repair; misuse; neglect; accident; abuse; or general wear and tear.

Prior to the provision of free service under this Warranty, the original purchaser will be required to prove the date of purchase and may be required to provide Smith's with such supporting information, as Smith's may need to conduct its investigation into the alleged defect. On occasions that a mutual agreement is made for Smith's to provide a free of charge replacement, this arrangement will only be adhered to if the faulty product is returned to Smith's for testing. Where the unit is not returned, or where testing and inspection identifies an issue not covered under the warranty, Smith's reserves the right to make a charge for the replacement.

Smith's reserves the right to make a reasonable charge for inspecting and testing any product which is subject to a Warranty claim and the rights conferred by the Warranty are conditional upon the payment of such charge. The charge may be made, at Smith's discretion, either before or after the inspection and testing of the product. In the event that it is established to Smith's reasonable satisfaction that a valid Warranty claim has been made in respect of the product, then any inspection charge which has been paid will be refunded in full by Smith's.

Where a product is replaced / repaired under warranty, the warranty period from the original period will prevail until the term is finished.

The rights and benefits under this warranty are additional to your statutory rights which remain unaffected.