

## Standard Warranty

Hussmann Australia Pty Ltd  
**Limited Warranty**

### **Limited Equipment Warranty Coverage — Display cases**

Hussmann warrants to the original purchaser that the new equipment and all original parts to be free from defects in material and workmanship under normal use and service for **one-month labour, twenty-four month parts** post invoice date. This is subject to

- IRC partner checking, accepting the transfer of risk of the case in acceptable condition at the point of delivery.
- Hussmann will provide replacement material/parts only and reserves the right to request the return of defective part for inspection and root cause analysis.

Hussmann's warranty is limited to the delivery of a fully functioning replacement part at time of the delivery in the instance that Hussmann is responsible for freight. Hussmann will provide the material/part required but requires the defective part to be returned to Hussmann with the "Return Material Authorisation (RMA)" form for inspection and root cause analysis within 30 days of repairs.

### **Missing Parts:**

Any missing parts must be reported to Hussmann within thirty (30) working days from the case pickup date for investigation.

### **Warranty Conditions:**

- Any warranty repair made by Hussmann or other Hussmann approved providers shall not extend the term of the warranty.
- The warranties recited above are the only warranties, express, implied or statutory, made by Hussmann with respect to its products, including any implied warranty of merchantability or fitness, and Hussmann neither assumes nor authorizes any person to assume for it, any other obligation or liability in connection with the sale of its products or any part thereof.
- All warranty claim must be submitted to Hussmann within 45 days of the warranty repair date along with approved work order from Hussmann & relevant warranty documentation such as the RMA number.

## Patent Warranty

Hussmann warrants that its products do not infringe the claims of any existing United States patent, but Hussmann makes no warranty against infringement by reason of the use thereof either in combination with other products or in the operation of any process or use of the products other than for their intended purpose. This warranty is subject to purchaser promptly notifying Hussmann in the event of any action for such infringement brought against purchaser and permitting Hussmann to participate in the defense of such action. Hussmann reserves the right to modify or replace any product alleged to constitute an infringement, or to remove such product and refund the amount paid by purchaser therefore. This warranty is not transferable. The foregoing patent warranty shall not apply to any product or part thereof made to purchaser's design, and as such product or part. Hussmann assumes no liability for patent infringement. The foregoing states the entire liability of Hussmann with regard to patent infringement.

### Warranty Exclusions:

- Labor or transport costs.
- Consequential losses such as food or contents of the product due to failure for any reason.
- Incurred labor for any removal or installation of warranted parts beyond the above mentioned warranty period.
- For travel to and from store locations and work sites—this includes truck charges, fuel surcharges, and driver fees
- For administrative fees for preparing claims or entering them into Hussmann claim system
- Mark-ups on items used to repair cases
- Implication due to usage of after-market parts.
- For any repair or replacements made without the written consent of Hussmann, or when the product is installed or operated in a manner contrary to the original specification and printed instructions covering.
- For any damages, delays, or losses, direct, consequential, incidental or otherwise, which may arise in connection with such product or part thereof; including loss of profit, additional labor cost, or injury to personnel or property caused by defective material or parts
- For damages or delays during shipment or caused by fire, flood, strikes, or other circumstances beyond its control
- For delayed freight shipments caused by carriers or customer scheduling conflicts with provider which incur costs
- When the product is subject to negligence, abuse, misuse or when the serial number or rating plates of the product has been removed, defaced, or altered
- When the product is operated outside stated engineering specifications, such as improper voltage, store climate conditions.
- When the product is put to a use other than as recommended by Hussmann
- When operation of the product is impaired due to improper drain installation or interruption of air flow due to improper case loading or failure to perform periodic maintenance.
- For payment of refrigerant loss for any reason
- For costs related to expedited shipping or handling of replacement parts
- For periodic maintenance items such as filters, gaskets, lamps, fuses, driers, etc.
- For diagnostic charges
- To defend, indemnify or hold harmless any purchaser or end-user for any claims, demands, lawsuits or actions of any nature

\*This Limited Equipment Warranty Coverage applies to Hussmann branded display case equipment sold in Australia and New Zealand only. Hussmann reserves the right to alter or change the terms of its limited warranty at any time and without notice. The warranty policy that applies to your purchase will be the one in effect on the date of product shipment.