



Warranty Terms & Conditions

FOR SALES IN AUSTRALIA AND NEW ZEALAND
PRODUCT: [SDS SAUNAS AND ACCESSORIES]

This document sets out the terms and conditions of product warranties for SDS Australia products and accessories. It is an important document. Please keep it with your proof of purchase documents in a safe place for future reference should you require service for your SDS product.

General Terms and Conditions

- In this warranty
 - 'SDS' means S.D.S. AUSTRALIA PTY LTD ABN 79103688204 in respect of Product purchased in Australia and in respect of Product purchased in New Zealand;
 - 'Product' means any SDS product purchased by you accompanied by this document;
 - 'Warranty Period' means
 - where you use the Product for personal, domestic or household purposes in Australia or New Zealand the period of "60" months where the unit is installed by a licensed electrician;
 - where you use the Product for commercial purposes, in Australia or New Zealand the period of "12" months where the unit is installed by a licensed electrician, (if the period stated is 0 months you are not covered by this product warranty)
 - for electrical, electronic, lighting, spare parts and accessories that are supplied as part of a Product by SDS the period of "12" months; following the date of original purchase of the Product;
 - 'you' means the purchaser of the Product not having purchased the Product for re-sale, and 'your' has a corresponding meaning.
- This warranty only applies to Products purchased and used in Australia or New Zealand and is in addition to (and does not exclude, restrict, or modify in any way) any non-excludable statutory warranties in these countries..
- SDS warrants that, when dispatched from an SDS warehouse, the Product is free from defects in materials and workmanship for the Warranty Period.
- During the Warranty Period SDS or its Authorised Agents (AA) will, at no extra charge if your Product is readily accessible without special equipment, and subject to these terms and conditions, repair or replace any parts which it considers to be defective. You agree that any replaced Product or parts become the property of SDS. This warranty does not apply to sauna rocks, batteries, filters or similar perishable parts. SDS or its AA may use reconditioned parts to repair your Product.
- Parts and Products not supplied by SDS are not covered by this warranty.
- Where you are within an SDS service area, this warranty covers the cost of transport of the Product to and from Authorised Agents of SDS and travelling costs for representatives of the Authorised Agents to and from your home or business. If you are outside an SDS service area, you will bear these costs. For information about whether you are within an SDS service area, please phone **1800 737 777** in Australia, or e-mail **support@sdsaustralia.com** in New Zealand.
- Proof of purchase is required before you can make a claim under this warranty.

- You may not make a claim under this warranty unless the defect claimed is due to faulty or defective parts or workmanship. SDS is not liable in the following situations (which are not exhaustive):
 - The Product is damaged by:
 - accident
 - misuse or abuse, including failure to properly maintain or service
 - normal wear and tear
 - power surges, electrical storm damage or incorrect power supply
 - incomplete or improper installation
 - incorrect, improper or inappropriate operation
 - insect or vermin infestation.
 - The Product is modified without authority from SDS in writing.
 - The Products serial number or warranty seal has been removed or defaced.
 - The Product was serviced or repaired by anyone other than SDS or its Authorised Agents.
- This warranty, the contract to which it relates and the relationship between you and SDS are governed by the law applicable in the Australian State where the Product was purchased or the law applicable in New Zealand if the Product was purchased in New Zealand. Where the Product was purchased in New Zealand for business purposes the Consumer Guarantee Act does not apply.

Limitation of Liability

- To the extent permitted by law:
 - SDS excludes all warranties other than as contained in this document;
 - SDS shall not be liable for any loss or damage whether direct or indirect or consequential arising from your purchase, use or non-use of the Product.
- Provisions of the Trade Practices Act and State consumer legislation in Australia, and the Consumer Guarantees Act, the Sale of Goods Act and the Fair Trading Act in New Zealand, imply warranties or conditions, or impose obligations, upon SDS which cannot be excluded, restricted or modified. To the extent permitted by law, the liability of SDS (if any) arising out of or in relation to the Product or any services supplied by SDS shall be limited (where it is fair and reasonable to do so),
 - in the case of Product, at its option, to the replacement or repair of the Product or the supply of equivalent products or the payment of the cost of replacing the Product or having the Product repaired or of acquiring an equivalent Product. Upon being replaced, parts and Product become the property of SDS; or
 - in the case of services, at its option, to the supply of the services again or the payment of the cost of having the services re-supplied; and in the case of Product or services supplied in New Zealand, loss or damage whether direct or indirect or consequential that is reasonably foreseeable.

Privacy

You acknowledge that in the event that you make a warranty claim it will be necessary for SDS and its Authorised Agents to exchange information in relation to you to enable SDS to meet its obligations under this warranty.

Important Note

Before calling for service please carefully check the installation instructions, operating instructions and the warranty terms and conditions

S.D.S. AUSTRALIA PTY LTD

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