



WARRANTY AGAINST DEFECTS

Timechief Pty Ltd T/A Dependable Laundry Solutions and its successors and assigns ("DEPENDABLE") provides the following limited warranty against defects to the purchaser of products from DEPENDABLE.

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in the workmanship undertaken on the Goods which becomes apparent and is reported to DEPENDABLE in accordance to clause 4.1 ("**Defect**").
- 1.2 The conditions applicable to the warranty given by clause 4.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Customer to properly maintain any Goods or to follow any instructions or guidelines provided by DEPENDABLE; or
 - (ii) the Customer using the Goods for any purpose other than that for which they were designed; or
 - (iii) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (iv) deliberate misuse or modification, negligence or overloading; or
 - (v) improper application or installation by unqualified or third-party suppliers; or
 - (vi) fair wear and tear, any accident or act of God.
 - (b) in respect of all claims DEPENDABLE shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim; and
 - (c) the warranty shall cease and DEPENDABLE shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled or dismantling by a third party without DEPENDABLE's consent; and
 - (d) any warranty work deemed to not be covered under the warranty shall incur DEPENDABLE's normal charges.
- 1.3 For Goods not manufactured by DEPENDABLE, the warranty shall be the current warranty provided by the manufacturer of the Goods. DEPENDABLE shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 1.4 Regular maintenance is recommended and must be carried out, unless otherwise indicated in writing between DEPENDABLE and the Customer.

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2 WHAT DEPENDABLE WILL DO TO HONOUR THE WARRANTY

- 2.1 DEPENDABLE will repair any defect to its full extent.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Customer. Additional works includes any disassembling and reassembling etc.

3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Customer will need to:
 - (a) present the defective Goods/Services to DEPENDABLE for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by DEPENDABLE.
- 3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.3 The Customer acknowledges and accepts that all warranty claims will be dealt with by DEPENDABLE during the normal hours, Monday-Friday.
In the event that DEPENDABLE is required to provide the Services urgently, that may require DEPENDABLE' staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then DEPENDABLE reserves the right to charge the Customer additional labour costs (penalty rates will apply), unless otherwise agreed between DEPENDABLE and the Customer.

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4 MINIMUM REMEDY PERIOD

4.1 In accordance to the conditions of warranty set out in clause 1.2, DEPENDABLE warrants that if any defect in any Goods or Services provided by DEPENDABLE becomes apparent and is reported to DEPENDABLE within the time frame noted in the schedule below from the date of invoice (time being of the essence) then DEPENDABLE will either (at DEPENDABLE's sole discretion) replace or remedy the defect.

Product	Parts Warranty as per manufactures warranty	Labour Warranty by DEPENDABLE
Maytag Commercial Single Load Washers and Dryers	5 years – all parts covered as per manufacture warranty docs supplied with machine. As per manufacture warranty docs supplied with machine. Only covers genuine manufacturing faults, not inclusive of CID (customer induced damage) or incorrect installation	12 months
Maytag Commercial Single Load Front Load Washers and Stack Washer/Dryers	5 years all parts covered. 6 th and 7 th year Washer Drive Parts covered – Drive Bearings, Tub Seal, Bearing Spacer, Hub, Cross Piece, Drum, Rear Tub, Front Tub, Drum Shaft. As per manufacture warranty docs supplied with machine. Only covers genuine manufacturing faults, not inclusive of CID (customer induced damage) or incorrect installation	12 months
ADC "I" SERIES DRYER	5 years – all parts covered as per manufacture warranty supplied with machine. As per manufacture warranty docs supplied with machine. Only covers genuine manufacturing faults, not inclusive of CID (customer induced damage) or incorrect installation	12 months
Card Reader Kits including pre-fitted to new machines	12 months - Only covers genuine manufacturing faults, not inclusive of CID (customer induced damage)	12 months
Coin or token slides & drops pre-fitted to new machines	12 months - Only covers genuine manufacturing faults, not inclusive of CID (customer induced damage)	12 months
2 nd hand Commercial or industrial washers or dryers	6 months.	n/a
2 nd hand spare parts	3 months.	n/a
OEM spare parts – Commercial for unit out of warranty.	6 months.	n/a
OEM spare parts – Industrial for unit out of warranty.	6 months	n/a
Completed labour works provided by DEPENDABLE.	6 months	3 months

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- 4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in the table above, DEPENDABLE will have no liability to the Customer under this Warranty Against Defects and the Customer releases DEPENDABLE from all claims for loss or damage in any way connected with the Goods/Services from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 DEPENDABLE is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services.
- 6.2 DEPENDABLE' Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law.
- 6.3 In the event that the Goods/Services are deemed defective (or part of them), the Customer is entitled to (within a reasonable time):
- (a) have the Goods repaired or replaced (or part of them), if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure, or
 - (b) a refund if DEPENDABLE is in breach of clause 6.3(a) (ie within a reasonable timeframe); or
 - (c) resupply or fix a problem with Services (or part of them); and
 - (d) in the event of a **major failure** with the Goods/Services, the Customer shall be entitled to:
 - (i) **Goods** -a full refund or alternatively a replacement of the Goods (or part of them), and compensation for any other reasonably foreseeable loss or damage, or
 - (ii) **Services**-cancel the Customer's Service Contract with DEPENDABLE and a refund for the unused portion or compensation for its reduced value.

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