



# Commercial Warranties, Returns & Terms of Trade

## Warranty Conditions

Central Heating New Zealand Limited (CHNZ) warrants to the customer (the customer being the end user of the product(s)) that:

1. The products are warranted to be free from manufacturing defects for the period specified for that type of product, from the date of purchase. CHNZ will, free of charge, replace or repair (at CHNZ's discretion) any parts proved to CHNZ's satisfaction to be defective.
2. The warranty covers the exchange of any faulty or defective parts or materials under the following conditions:
  - The appliance/system has been installed correctly, used, and maintained in accordance with the installation and user manuals; and has not been tampered with, modified or otherwise subjected to misuse, neglect or damage.
  - Equipment must be adequately protected from the elements or damage from other outside sources.
  - The appliance/system has not been taken apart or repaired by anyone other than qualified service personnel.
  - The system has been serviced as recommended in the manufacturer's instructions.
  - If the cylinder (if installed) fails within the warranty period, we require a water quality survey to be provided. Should a water quality issue be found to be present, CHNZ reserves the right to withdraw the warranty.
  - Repair or replacement of the boiler or any parts under this warranty does not lengthen or renew the warranty period.
  - To CHNZ design or approved system design.

## Warranty Exclusions

1. Consequential losses: All other warranties and liability of CHNZ for any consequential loss or damage suffered as a result of defective products are expressly excluded.
2. Labour, travel, and administrative costs: CHNZ accepts no liability for any labour, travel or administrative costs associated with replacement of faulty parts without the purchaser first obtaining authority in the form of email confirmation from CHNZ. Any agreed amount will be in the form of a credit to your account. CHNZ cannot accept responsibility, in any situation, for products installed in remote or locations outside 80kms from the point of purchase.
3. Products are not covered under warranty when undue stress is caused by poor system design and installation.
4. This Warranty shall not apply to any defect which, in CHNZ's opinion, arises due to misuse, neglect, negligence or accident; or to any damage caused by flood, fire or act of God, or to any components or equipment manufactured or supplied by any business other than CHNZ.
5. CHNZ is not liable under any warranty, expressed or implied, unless the goods or equipment have been paid in full.
6. The terms of the Warranty above are expressly restricted to the repair and replacement of defective parts of the goods purchased and excludes every condition or warranty not herein set out. In particular, CHNZ is not liable or responsible, in any way, for any incidental or consequential damages or loss of any kind. This includes loss of time or travel associated with work outside agreed costs indicated in the prior clauses.
7. These warranties and terms of trade must be read in conjunction with and including conditions found with specific product installation and maintenance instructions. All warranties are subject to and include these documents.

This Warranty will continue in force for its original term, irrespective of what replacements may be made under it, and such replacements shall not attract any fresh warranty.

## Commercial length of warranty for parts supplied by CHNZ when purchased after 02.01.2022

Parts	Warranty Period	Part Exclusions	Conditions
DeLonghi Radiators & Towel Rails	25 years	TRVs, integral valves 2-year* warranty only	Functional Warranty. Warranty does not include damage to radiators located in aggressive environments such as bathrooms, pools, laundries, showers, public toilets, etc. Proof of inhibitor levels, check and recorded annually.
Korado Radiator	25 years	TRVs, integral valves 2-year* warranty only	Functional Warranty. Warranty does not include damage to radiators located in aggressive environments such as bathrooms, pools, laundries, showers, public toilets, etc. Proof of inhibitor levels, check and recorded annually.
Multitubo Pipe System	25 years		The 25 year warranty is made up of two terms; 0-10 years for replacement product and replacement costs, 10-25 years for replacement of products only. Excludes incorrectly fitted connectors, incorrect applications, or excess heat. All warranty claims of pipe fittings will be pending subject to assessment of failed fittings. 100mm pipe tail required on each end of fitting.
Hot Water Cylinders/Baxi Commercial Cylinders	10 years - pro rata	Element & thermostats – 2 year* only	Excludes where water quality is excessively aggressive. The hot water cylinder warranty is calculated according to the length of time it has been installed. The amount paid is the replacement cost of the cylinder only minus 10% for each year of service.
Variotherm Variocomp Underfloor Heating System	10 years		All conditions of the design and installation manuals must be adhered to.
Variotherm ModuleWall and ModuleCeiling Panels			All conditions of the design and installation manuals must be adhered to.
Other Radiators (i.e. designer range) & Trench Heaters - (without fans)			Proof of annual service & water treatment will be required.
Fabricated Products, Stainless Steel Magvent Filters, Dosing Pots, etc			Proof of annual service & water treatment will be required.
Manifolds	5 years	Pumps & Flow meters – 2 years*	Incorrect application including excess temperatures or operation.
Flues	2 years*		Excludes flues not connected in accordance with manufacturers guidelines.
Buffer Tanks & Thermal Stores		Element and thermostats – 2 years* only	Proof of annual service & water treatment will be required.
Plate Heat Exchangers			Proof of annual service & water treatment will be required.
Fancoil & Kickspace heaters			Proof of annual service & water treatment will be required.
Expansion Vessels			Correct system pressure and air pressure to be balance on expansion vessel. Incorrect commissioning of vessel is excluded.
Pumps			Warranty covers only use for intended purpose. Failure due to lack of water pressure excluded.
Controllers			Warranty covers only use for intended purpose. Incorrect use, incorrect power supply excluded.
Valves & Actuators			Warranty covers only use for intended purpose. Incorrect use, in correct power supply excluded.
Electrical accessories including Programmers, Thermostats, Wiring Centre, Actuators			Warranty covers only use for intended purpose. Incorrect use, in correct power supply excluded.
Firebird Diesel Boiler		1 years/ 5 year extended on heat exchanger conditional warranty	Thermistors, nozzle, photocell – 1 year*
Gas Boilers	Thermistors, temperature sensors, electrodes – 1 year*		5 Year Extended warranty if: <ul style="list-style-type: none"> <li>Mandatory Boiler Registration.</li> <li>Mandatory system dosed with Fernox HVAC1 Inhibitor.</li> <li>Mandatory filtration and most cases hydraulic separation.</li> <li>Full commissioning report to be provided stating flow and return temps and flow rates.</li> <li>In the event of a claim, annual servicing records to be provided showing inhibitor levels.</li> </ul>

\* 1 year warranty from date of commissioning or 2 year warranty from date of invoice, whichever is the earliest.

## Returns

Returns fall into three categories:

1. Damaged goods
2. Unwanted products
3. Warranty claims for replacement parts

For full warranty and Terms of Conditions please visit [www.centralheating.co.nz/warranty](http://www.centralheating.co.nz/warranty)

### 1. Damaged Goods

It is imperative that all products are checked thoroughly for condition before signing the transport consignment note.

#### DAMAGED IN TRANSIT

- If a package is damaged in transit, REFUSE delivery and send it back with the carrier if possible.
- If you accept the package, note on the carrier's delivery report the condition of the shipment to you
- Take photographs of the damaged packaging before unpacking
- Take photographs of the damaged product (the complete product plus close-ups of the damage)
- Save the product and the packing boxes
- Notify Central Heating New Zealand Limited (CHNZ) immediately to arrange for the return and replacement and to arrange an insurance claim
- These products can be exchanged for the same title only
- No restocking fees apply on damaged products.
- Damaged goods must be reported immediately. Please see the Conditions of Agreement of the Freight Transport Company.

*NB: CHNZ is not liable for the damage of the product if notification and information is not sent immediately.*

#### DAMAGED GOODS RETURN PROCEDURE

- Contact CHNZ to report the non-requirement of the product as soon as possible.
- Obtain a Return Authorisation (RA) number and a Returns Form from CHNZ before shipping the product back. No product will be accepted by CHNZ without a valid RA number. This will help ensure the proper action or credit upon processing.
- Complete the Returns Form. This form requires:
  - The return authorisation number
  - Customer number
  - Invoice number
  - Reason for request
- Email photographs of the damaged goods to CHNZ as soon as possible to enable a claim to be lodged with the freight company.
- Return the product with the Returns Form and packaging to CHNZ.
- A replacement product will be sent out with a separate invoice that will be credited if the claim is accepted.

*NB: Any product returned to CHNZ after 10 working days of receiving your Return Authorisation (RA) number will not be accepted or credited. For further questions, or information, please contact CHNZ. We are here to assist you with any problems and/or concerns that may arise.*

### 2. Unwanted Products

A number of CHNZ products are non-returnable:

- Special indent items
- Part coils of pipe
- Fittings
- Printed circuit boards or electronic control boxes
- Unspecified parts: Where a product with associated parts is ordered, but the parts are not specified CHNZ will supply standard issue parts. CHNZ cannot take responsibility for these parts not being suitable. This includes, but not limited to, radiator valves, pipe fittings or flues.

#### RESTOCKING FEE

Products which are not required and are returned will incur a restocking fee of 15% and will only be credited if the parts and packaging are in a saleable condition.

All product return requests must be made within 30 days from the invoice date, have all original packing slip info and be returned in a saleable condition with the original packaging intact. Original shipping charges are not refundable; CHNZ retains the right to bill freight if the goods were originally shipped free of charge.

The customer is responsible for shipping charges for all products being shipped back to CHNZ other than for the return of warranty items and goods damaged in transit.

#### UNWANTED PRODUCT RETURN PROCEDURE

- Contact CHNZ to report the non-requirement soon as possible.
- Obtain a Return Authorisation (RA) number and a Returns Form from CHNZ before shipping the product back. No product will be accepted by CHNZ without a valid RA number. This will help ensure the proper action or credit upon processing.
- Complete the Returns Form. This form requires:
  - The return authorisation number
  - Customer number
  - Invoice number
  - Reason for request and course of action to take: replacement, or repair.
- Return product with returns form and packaging to CHNZ.
- If the returned product is accepted as being in saleable condition the original invoice will be credited less the 15% re-stocking fee.

*NB: Any product returned to CHNZ after 10 working days of receiving your RA number will not be accepted.*

For further questions and additional information, please contact CHNZ. We are here to assist you with any problems and/or concerns that may arise.

### 3. Warranty claims for replacement parts

#### WARRANTY CLAIMS PROCEDURE

- Request a Return Authorisation (RA) number. This number validates the part under CHNZ warranty process. All conditions of the warranty must be agreed at the point of CHNZ issuing RA number. No product or warranty claim will be accepted by CHNZ without a valid RA number. CHNZ will issue the required part and Returns Form. The warranty part must returned to CHNZ with the completed Returns Form.

- This form requires:
  - The return authorisation number
  - Customer number
  - Invoice number
  - Reason for request and course of action to take: replacement or repair
- Any product returned to CHNZ after 10 working days of receiving your RA number will not be accepted.
- CHNZ will analyse the part and determine the fault. If the returned part is accepted as a warranty claim no invoice will be issued.
- Should a product be returned and is found not within warranty period or not a manufacturing fault then the part will be invoiced.
- For further questions, or information, please contact CHNZ. We are here to assist you with any problems and/or concerns that may arise.

## Terms and Conditions of Trade

The following terms and conditions apply where Central Heating New Zealand Limited (CHNZ) supplies goods or services to a person, firm or company (the Client) which CHNZ believes will be used in the course of trade, and the terms of the Consumer Guarantees Act 1993 shall not apply.

These terms may be updated by CHNZ from time to time, and such updated terms will apply to all orders placed after such updated terms are published on CHNZ's website. Current terms may also be obtained on request from CHNZ.

Consumers (as that term is defined in the Consumer Guarantees Act 1993) must contract with CHNZ on CHNZ's retail terms of trade.

### 1. CONTRACT FORMATION

- A binding contract will form between the parties on notification to CHNZ of the Client's acceptance of CHNZ's quotation or CHNZ's acceptance of the Client's purchase order, and these terms (as may be updated by CHNZ from time to time) will apply to such contract regardless of any terms which may be included on the Client's purchase order.

### 2. OWNERSHIP

- Ownership of goods remains with CHNZ until payment for the goods is made in full and the Client authorises CHNZ to register a financing statement on the Personal Property Securities Register to protect CHNZ's position.

### 3. PRICE

- All orders for goods and services shall be filled at the prices set out in CHNZ's valid written quotation or CHNZ's current price list as at the date of supply of the order by CHNZ.
- Unless stated otherwise, all prices quoted by CHNZ are exclusive of GST and other taxes which are payable by the Client.
- Unless stated otherwise, all prices quoted by CHNZ include the cost of transport. Additional freight charges will be incurred by the Client for tanks, bunds, thermal stores or rural delivery.

### 4. TERMS OF PAYMENT

- Payment for goods, equipment and/or services shall be made within seven working days of date of invoice, unless prior written arrangement has been made with CHNZ. Clients with agreed credit accounts with CHNZ must pay in full by the 20th of the month following invoice.

- If full payment is not made by the Client on the due date, the Client must pay interest at a rate equal to 5% above the current overdraft rate which CHNZ has with its principal trading bank.
- Payment of all moneys is to be without set-off or deduction of any kind.
- Any expenses, disbursements and costs incurred by CHNZ in the enforcement of any rights will be payable by the Client, including all legal fees and/or debt collection fees.

### 5. CREDIT INFORMATION

- The Client consents to CHNZ making enquiries of, obtaining any information from and providing information to, any financier or credit rating agency about the financial standing and credit worthiness of the Client.

### 6. DELAY AND DELIVERY

- CHNZ is not liable to the Client for any delay or failure to supply goods or services. Dates given by CHNZ shall be indicative only and shall not be part of the conditions of sale. CHNZ shall not be liable to the Client for any loss of revenue or profits or any consequential loss of damages for failure to deliver on any indicative date given.
- Goods or services will be supplied by CHNZ during regular working hours on regular working days. If for any reason the Client requests CHNZ to supply goods or services outside regular working hours, any overtime or any such additional expenses shall be paid by the Client as part of the price at CHNZ's then current labour rates.
- Extra costs incurred by CHNZ due to cessation of work or increased work occasioned by the Client's instructions or lack of clear instructions, mistakes (other than by CHNZ), or work for which CHNZ is not responsible shall be reimbursed by the Client to CHNZ on invoice.

### 7. VARIATIONS

- CHNZ reserves the right to revise at any time of the quantity or type of goods or services supplied to the Client if it believes that other goods or services supplied by CHNZ can fulfil the same function.

### 8. CLAIMS

- Goods supplied shall be examined by the Client promptly upon delivery. Any damage or issue shall be reported to CHNZ immediately, including photographs to be emailed, in accordance with CHNZ's Warranty and Returns procedures as set out on CHNZ's website and available to the Client on request. To the full extent permitted by law no claim will be recognized by CHNZ unless the claim is made as soon as is reasonably possible and in any event within five (5) days after delivery of the goods to which the claim relates.
- Claims for loss in transit shall be made against the carrier in accordance with the provisions of the Carriage of Goods Acts 1979.

### 9. RETURN OF GOODS

- The Client must obtain CHNZ's written approval before returning any goods in accordance with the CHNZ Returns Policy.
- Goods may be returned for credit if:
  - They do not comply with the description under which they were sold;
  - They are not of merchantable quality; and/or
  - They are not reasonably fit for the purpose that CHNZ knew they were intended for.

## 10. LOSS OR DAMAGE TO GOODS

- CHNZ is not liable for any loss or damage to goods or equipment following dispatch from CHNZ. Any costs arising from loss or damage to goods or equipment on the Client's site must be paid by the Client.

## 11. LIMITATION OF LIABILITY

- CHNZ applies the warranty of the manufacturer(s) of the goods sold to the Client, provided the Client's claim is within the provisions of the manufacturer's warranty in relation to the relevant goods. CHNZ shall, at its discretion, repair or replace the defective goods, or refund the purchase price to the Client, provided:
  - The goods have not been used or installed incorrectly or misused by the Client; and
  - The Client has supplied all relevant data and the invoice relating to the goods when requested to do so by CHNZ.
- To the full extent permitted by law, CHNZ will in no circumstances be liable to the Client for any loss, damage or expense, sustained or incurred, by the Client or any other party, whether direct or indirect, special or consequential, howsoever caused, arising directly or indirectly out of any act or omission by CHNZ. CHNZ's liability to the Client, if any, in contract, tort or otherwise, will be limited to the cost of repair or replacement of the relevant part, and in the case of services, to the invoice value of the relevant service, and in all instances any liability shall be reduced by the extent to which the Client contributed to the costs or loss.

## 12. BREACH

- CHNZ reserves the right to terminate supply of goods and/or services to the Client immediately upon the Client being in material breach of these Terms, and material breach shall include but not be limited to failure to pay any sums due by their due date.

## 13. NO WAIVER

- Any delay or failure to enforce any of these terms shall not be a waiver of such term, and any waiver on any occasion shall not be a waiver on any subsequent occasion.

## 14. ENTIRE AGREEMENT

- No waiver, change or modification of any of these terms or conditions or any additional terms and condition shall be binding on CHNZ unless in writing signed by an authorized officer of CHNZ.

## 15. GOVERNING LAW

- These terms shall be governed by New Zealand law.

## 16. PRIVACY POLICY

- CHNZ recognises the importance of protecting your privacy. We comply with our obligations under the Privacy Act 1993 when handling personal information.

## 17. INTELLECTUAL PROPERTY

- The Client agrees that CHNZ may use any documents, designs, drawings, and photography associated with the Client's project for the purposes of advertising, public relations, marketing, or entry into any competition.