



# WARRANTY AND CONSUMER GUARANTEE

Customer Reference	e (file iı	n a safe	place)	
Model Code				
Purchased from				_
Date Purchased	/	/	Serial Number	

This document sets out the terms and conditions of the product warranties for Coleman<sup>™</sup> Barbecue. It is an important document. Please keep it with your proof of purchase documents in a safe place for future reference should there be a Manufacturing defect in your Barbecue. This warranty is in addition to other rights under the New Zealand Consumer Guarantees Act 1993 ("New Zealand Consumer Act") and the Australian Competition and Consumer Act 2010 (including the Australian Consumer Law 2011) ("Australian Consumer Law").

## 1. In this warranty:

- 1.1 'ACL' means 'Australian Consumer Law' Schedule 2 to the Competition and Consumer Act 2010.
- 1.2 'NZCA' means 'New Zealand Consumer Act'.
- 1.3 'BBQ' means Coleman<sup>™</sup> Barbecue purchased by you and accompanied by this document.
- 1.4 GAF means GAF Control Sales Pty Ltd (of 441 Kororoit Creek Rd, Altona, Vic 3018 A.B.N. 87 115 044 288), the distributor of Coleman<sup>™</sup> Outdoor Cooking Barbecues in Australia and New Zealand under license.
- 1.5 'ASC' means GAF Control Sales Pty Ltd authorised service centers.
- 1.6 'Warranty Period' means the period specified in clause 4 of this warranty.
- 1.7 'You' means the purchaser of the Barbecue not having purchased the Barbecue for re-sale, and 'your' has a corresponding meaning.
- 1.8 'ANZ' means Australia and/or New Zealand
- 2. Australia and New Zealand: For BBQs and services provided by GAF in ANZ: Coleman<sup>™</sup> BBQs come with guarantees that must be included under the ACL and NZCA. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the BBQ repaired or replaced if the BBQ fails to be of acceptable quality, and the failure does not amount to a major failure. 'Acceptable quality' and 'major failure' have the same meaning as referred to in the ACL.
- 3. Application: GAF warrants to you that each BBQ will be free from material defects in workmanship or materials from the date the Product is purchased initially until the end of the warranty period set out in the table below (Clause 4). This warranty only applies to new BBQs, purchased, and used in ANZ. It is in addition to (and does not exclude, restrict, or modify in any way) other rights and remedies under a law to which the BBQs or services relate, including any non-excludable statutory guarantees in ANZ.
- 4. Warranty Period: Subject to these terms and conditions, this limited warranty continues in ANZ for a period of 5 years. And following the date of the original purchase of the BBQ. Specific components are warranted against manufacturing defects in ANZ.

Covering	Warranty Period	
Powder Coated Grill Body	Three years	Grill Body is defined as the welded frame only and does not include burners, gas components or items attached by screw or pin.
Electric Components	Two years	Ignition and lightning components.
All other Components	Five Years	

- 5. Repair or replace warranty: During the Warranty Period, GAF or its ASC will, at no extra charge if your BBQ is readily accessible for service, without special equipment and subject to these terms and conditions, repair or replace any parts which it considers to be defective. GAF may, in its absolute discretion, choose whether the remedy offered for a valid warranty claim is repair or replacement. GAF or its ASC may use refurbished parts to repair your BBQ. You agree that any replaced BBQs or parts become the property of GAF.
- 6. Proof of purchase is required before you can make a claim under this warranty. The warranty is non-transferable and is limited to the original purchaser.





7. Exclusions: You may not make a claim under this warranty unless the defect claimed is due to faulty or defective parts or workmanship.

#### This warranty does not cover:

- 7.1 light globes, batteries, filters, or similar perishable parts.
- 7.2 parts and BBQs not supplied by GAF.
- 7.3 cosmetic damage, which does not affect the operation of the BBQ.
- 7.4 rust due to improper care or lack of maintenance. Contact your place of purchase for care and maintenance instructions.
- 7.5 commercial use
- 7.6 claims arising from damage caused by abrasive chemical cleaners, heat discoloration or fat fires.
- 7.7 damage to the BBQ caused by:
  - 7.7.1 negligence, accident, misuse, or abuse, including failure to properly maintain or service.
  - 7.7.2 improper, negligent, or faulty servicing or repair works done by anyone other than a GAF-authorized repairer or ASC.
  - 7.7.3 normal wear and tear.
  - 7.7.4 damage caused by incorrect gas supply.
  - 7.7.5 power surges, electrical storm damage or incorrect power supply.
  - 7.7.6 incomplete or improper installation.
  - 7.7.7 incorrect, improper, or inappropriate operation.
  - 7.7.8 insect or vermin infestation.
- 7.7.9 failure to comply with any additional instructions supplied with the BBQ.

## 7.8 GAF is not liable under this warranty if:

- 7.8.1 the BBQ has been, or GAF, reasonably believes that the BBQ has been, used for purposes other than those for which the BBQ was intended, including where the BBQ has been used for any non-domestic purpose.
- 7.8.2 the BBQ is modified without authority from GAF in writing.
- 7.8.3 the BBQ's serial number or warranty seal has been removed or defaced.

## 8. No other warranties or liability

- 9.1 GAF excludes all express or implied warranties, guarantees, conditions or terms in relation to the Product. All statements, technical information and recommendations about the Product are believed to be reliable but do not constitute a guarantee or warranty. No statements, representations, or recommendations other than those contained in the official technical information published by GAF, will bind GAF, unless made in writing and signed by an authorized representative of GAF.
- 9.2 in no event will GAF be liable (whether in contract, tort, negligence or in any other way) for:
  - 9.2.1 loss of profits or savings, loss of goodwill or opportunity, loss of production or wasted time.9.2.2 loss, damage, cost, or expense of any kind whatsoever which is indirect, consequential, or of a unique nature, arising directly or indirectly from the Product, even if GAF had been advised of the possibility of such damages.
- 9.3 in no event will GAF's total liability under any claim of whatever nature arising directly or indirectly from the Product exceed the price you paid for the Product.
- 9.4 This warranty card embodies the entire agreement between you and GAF in relation to the subject matter of this warranty card. It supersedes all prior understandings, communications and representations between you and GAF, whether oral or written. An amendment to this warranty card will only be effective if in writing and signed by an authorized representative of GAF. You may not assign or transfer the Warranty without the prior written consent of GAF. The law of ANZ will govern this warranty card and will be subject to the non-exclusive jurisdiction of the Australian or New Zealand courts.
- 9. How to claim under this warranty: To enquire about claiming under this warranty, please follow these steps:
  - 8.1 carefully check the operating instructions, user manual and the terms of this warranty.
  - 8.2 have the model and serial number of the BBQ available.
  - 8.3 have proof of purchase (e.g., an invoice) available.
  - 8.4 Contact GAF via phone, email, gafcontrol.com.au website, colemanbbqs.com.au website.
  - 8.5 GAF or its agent will assess the claim and, if accepted, will repair, or replace the Product.
- **10. Confidentiality:** You accept that if you make a warranty claim, GAF and its agents, including ASC may exchange information in relation to you to enable GAF to meet its obligations under this warranty.

## GAF CONTROL (SALES) PTY LTD, 441 Kororoit Creek Rd, Altona, Victoria 3018 Australia

## For any questions regarding this warranty or to make a warranty claim:

Call 1300 659 489 or +61 3 8368 1800 <u>www.colemanbbqs.co.au</u> <u>www.gafcontrol.com.au</u> or contact us through email: gaf@gafcontrol.com.au