

Small Domestic Appliances Manufacturer's Warranty – Australia and New Zealand

Congratulations on your purchase. This Small Domestic Appliance Manufacturer's Warranty – Australia and New Zealand (Warranty) sets out the terms and conditions on which Midea Australia Pty Ltd ABN 91 659 224 361 of Suite 1, Level 12, 600 St Kilda Rd Melbourne, Victoria 3004. (Midea) will repair or replace defective small appliances. The benefits to the consumer given by this Warranty are in addition to other rights and remedies of the consumer under law in relation to the goods to which this Warranty relates (including the Australian Consumer Law (for Australian customers) or the Consumer Guarantees Act 1993 (for New Zealand customers)).

What is covered by this Warranty?

1. This Warranty automatically applies to any new Midea small appliance that is purchased in Australia or New Zealand (**Product**) from a company or person that is authorised by Midea to sell the Product (**Authorised Retailer**).
2. Subject to the terms of this Warranty, Products are warranted to be **free from defects in materials and workmanship (defects)** for the applicable time period specified below (**Warranty Period**).
3. During the Warranty Period, if requested by the original purchaser of the Product (**you**) in accordance with this Warranty, Midea will repair or replace, at its option and cost, the Product, or any part of the Product that Midea determines to be defective.
4. **Replacement products and parts:** Midea can, at its option, choose to repair or replace a defective Product or any part of that Product with a product/part of a like kind and quality. **Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.** Replacement products and parts may cost less than the original Product purchased. No charges or refunds will be made based on the replacement Product or part cost difference.
5. **Australian Consumer Law (Australian customers):** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Terms used in this clause 8 and clause 4 which are not defined in this Warranty, have the meaning given to them in the Australian Consumer Law.
6. **Consumer Guarantees Act 1993 (CGA) (New Zealand customers):** If you are purchasing the Product for personal use, then this Warranty applies in addition to your rights under the CGA. If you are purchasing the Product for business purposes, then this Warranty will apply but you agree that the CGA will not apply.

How long does the Warranty last for?

7. Subject to clause 11, the applicable Warranty Period is **1 year** from date that you purchased the Product (as shown on your original invoice) (**purchase date**), except:
 - a. where the Product has been purchased or used for business purposes and Midea reasonably determines that there has been excessive or abnormal use of the Product, in which case the applicable Warranty Period for the Product is **3 months** from the purchase date.
 - b. for accessories forming part of a Product wherein the warranty period will be 3 months.
8. The Warranty is automatically **voided** if:
 - a. the Product's original serial number is removed, damaged or modified;
 - b. the original purchaser sells, transfers or rents the Product to another person;
 - c. there is any unauthorised access to the internal hardware or firmware of the Product;
 - d. the Product was repaired or tampered with by a person who is not authorised by Midea; or
 - e. you fail to pay any money owed in relation to any non-Warranty work on the Product that has been requested by you.

What is not covered by the Warranty (exclusions)?

9. The Warranty does not apply to:
 - a. any **damage or failure** caused by:
 - i. use that is not in accordance with the Product's user guide, including not adequately servicing the Product to manufacturer recommendations;
 - ii. physical force, including any damage or failure cause by an accident, neglect, misuse, or an "act of God";
 - iii. excessive use or "fair wear and tear";
 - iv. incorrect or poor installation, including (without limitation) installation or water connection of a Plumbed Product by a person who is not a licensed plumber;
 - v. repairs carried out by a person who is not a company or person that is authorised by Midea to service the Product or the use of defective or incompatible parts or accessories in relation to the Product;
 - vi. interference from or to other products and/or sources;
 - vii. environmental conditions, including dirt, dust, rodents, insects, rust, corrosion and salt build-up;
 - viii. overheating due to incorrect positioning of the Product (e.g. inadequate provision for ventilation and a dust-free environment, or incorrect drainage); or
 - ix. power surges or spikes, incorrect power current, voltage fluctuation or, amperage fluctuation;
 - b. any costs relating to the **installation or maintenance** of the Product or any connected equipment;
 - c. the cost of **replacing consumables** (for example bulbs/globes and batteries);
 - d. **cosmetic or structural items** (for example shelves and doors); or
10. **Non-Warranty repairs:** Repairs or services that are outside the terms of the Warranty can be carried out at your request and cost. Costs and payment methods will be agreed prior to the commencement of any non-Warranty repairs.
11. **No loan products:** Midea does not provide loan products or equipment while a warranty claim is being assessed or resolved.

Making a claim under the Warranty

12. **Warranty Claims Procedure:** The Warranty Claims Procedure is overleaf. To make a claim under this Warranty, you must provide proof of original purchase (invoice)
13. **Midea liability:** To the maximum extent permitted by law, Midea accepts no liability for any loss or damage: (a) to any items that are lost, damaged, or stolen as a result of freight, transport or storage; (b) to third party hardware or software; or (c) arising from loss of profits or revenue, or for any resulting indirect or consequential loss or damage (irrespective of whether the loss or damage is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise, and irrespective of whether Midea or any other person was previously notified of the possibility of the loss or damage). To the extent permitted by law, any warranty, guarantee, condition, representation, undertaking or other right that would be guaranteed or implied in this Warranty or is otherwise imposed by statute, common law, equity, trade, custom or usage, and which is not expressly included in this Warranty, is excluded.

WARRANTY CLAIMS PROCEDURE

Please
retain this
portion for
your records

1YEAR WARRANTY*

Upon calling the Midea Warranty centre, you will be issued a JOB NUMBER, along with the details of your nearest Midea Authorised Repairer. (product dependant)

Any questions call our hotlines.

PLEASE REFER TO THE TROUBLESHOOTING GUIDE AT THE END OF USER MANUAL

Service Procedure

When calling, please be in front of the product and ensure you have:

1. Proof of purchase;
2. The Product's serial number; and
3. The physical address where the Product is located.

You are required to email or post a copy of your original proof of purchase and proof of installation (if applicable) prior to your Warranty claim being processed.

Call **1800 511 806** (for Australian customers) between **9:00AM – 5:00 PM**
Mon. to Fri.

Email customercare.au@midea.com

Address Suite 1 , Level 12 , 600 St Kilda Rd , Melbourne Victoria 3004
The times above are times in Melbourne, Victoria, Australia