

Mercator Limited Warranty

**Ceiling Fan /
Bathroom Heater**

**Terms &
Conditions**

**Warranty Claim
Form**

**Limited Warranty
Period**



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88-100 Kyabram Street,
Coolaroo VIC 3048 AUSTRALIA

p 1300 552 255 (select option #2)

P.O Box 66 Dallas VIC 3047
AUSTRALIA

i 1300 552 256

1 LIMITED REPAIR / REPLACEMENT WARRANTY

MERCATOR offers a repair or replacement warranty on MERCATOR products in cases where the product fails due to defective materials or workmanship. Please refer to the LIMITED WARRANTY PERIOD TABLE which sets out the relevant warranty and warranty period which MERCATOR grants to the purchaser of the MERCATOR product. The warranty period begins from the date of purchase. Also, please refer to WHAT IS NOT COVERED BY THE LIMITED REPAIR / REPLACEMENT WARRANTY.

You must have proof of purchase (such as the original dated purchase receipt) from an authorised MERCATOR retailer to make a warranty claim. In addition, a certificate of compliance for the installation as required by law from the installing electrician is required for products requiring installation by licensed electricians. Please refer to the Instruction leaflet for the MERCATOR product purchased, which will state if the product is required to be installed by a licensed electrician. Warranty claims without this documentation will NOT be accepted.

Repairs / Replacements

MERCATOR Products 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.

Balance of Warranty

To the maximum extent permitted by law, any replaced or repaired products by MERCATOR are covered only by the balance of the warranty period remaining from the date of purchase of the original MERCATOR product.

2 IN-HOME REPAIR / REPLACEMENT WARRANTY

In addition to the limited warranty terms set out under section (1) above, the in-home warranty applies to all lighting products which are hard wired to the electricity supply at residential premises and are required to be installed by a licensed electrician.

Where a consumer asserts that a product installed in-home is faulty, and a MERCATOR service agent has attended at the property, A SERVICE CALL FEE WILL BE CHARGED TO THE CONSUMER IF:

The product is deemed to be a non-MERCATOR product;

1. There is nothing wrong with the MERCATOR product or to the extent that the failure is not a failure of the product to perform in accordance with its published features and specifications as reasonably determined by MERCATOR;
2. The original installation of the MERCATOR product was not carried out by a licensed electrician;
3. The installation is not performed in accordance with the relevant MERCATOR product installation instructions;
4. The defects have been caused by incorrect application or abuse or misuse by the consumer of the MERCATOR product.

In cases of in-home repair/replacements in areas outside the coverage of MERCATOR service agents, MERCATOR will reimburse customers a standard fee of \$82.50 (inc. GST) for using their own electrician. Any service request must be arranged with the MERCATOR warranty department and obtained an Approval Reference Number (ARN) before calling your own electrician. Reimbursements will not be made for call-out fees or other costs without prior approval in writing of the MERCATOR warranty department. In the circumstances where an emergency has arisen out of normal business hours and the MERCATOR warranty department cannot be contacted to dispatch a service agent to the premises, MERCATOR will reimburse customers their reasonable costs (as determined by MERCATOR) for using their own electrician.

3 WARRANTY TRANSFER

If the ownership changes on the dwelling where the MERCATOR product is installed, the balance of the warranty period passes to the new owner provided the proof of purchase (such as the original dated purchase receipt) from an authorised MERCATOR retailer is retained by the new owner. In addition, a certificate of compliance for the installation as required by law from the installing electrician is required for products requiring installation by licensed electricians.

4 AUSTRALIAN CONSUMER LAW

The benefits given to you in this warranty document are in

addition to your other rights and remedies under a law in relation to the products to which this warranty document relates.

"YOUR CONSUMER RIGHTS"

"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 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."

Subject to "Your Consumer Rights" outlined above, but otherwise to the maximum extent permitted by law, MERCATOR will not be liable for any consequential or indirect loss or damage suffered or incurred by you in relation to a MERCATOR product, including but not limited to loss of use, loss or damage for business interruption, or profits.

5 WHAT IS NOT COVERED BY THE LIMITED REPAIR / REPLACEMENT WARRANTY OR THE IN-HOME REPAIR/ REPLACEMENT WARRANTY

Subject to "Your Consumer Rights", but otherwise to the maximum extent permitted by law, the MERCATOR warranties provided in this document will not cover the following:

1. MERCATOR products that are not purchased from an authorised retailer and installed in Australia.
2. Where installation was not carried out by a licensed electrician as required.
3. MERCATOR products not installed in accordance with the product's installation instructions or specifications.
4. MERCATOR products not used in accordance with the instructions for use or specifications.
5. Defect, damage or failure to a MERCATOR product resulting from misuse, accident, neglect, abuse, tampering, modifications or unauthorised repairs of any kind by any person.
6. Damages not caused by a fault in the MERCATOR product materials or workmanship. Defect, damage or failure to a MERCATOR

product resulting from any acts of God, including damages from lightning, power grid fluctuations, or power surges.

7. Minor variations of speed may be evident between different fans, including the same model.
8. Replacement of light sources (globes, fluorescent tubes, etc) unless specified.
9. Replacement of batteries supplied with certain products.
10. Power supply "noise", intermittent "humming" or other influences from mains power delivery infrastructure. Signals sent through the power grid by the electricity provider for the control of off peak hot water, street lights and other devices may cause an intermittent humming noise in your MERCATOR product. Filters for blocking/reducing such signals are available in Australia at the customer's expense. These noises do not indicate the MERCATOR product is faulty.
11. Damage caused by alternative power systems (for example: solar inverters, etc.).
12. Water damage of any kind caused by inappropriate placement of fittings not IP rated for that location.
13. The cost of renting, obtaining and using special access equipment (i.e. scaffoldings, scissor lifts, etc.) for accessing products installed at a height of greater than 3.0 meters.
14. Travelling costs incurred by MERCATOR personnel or service agents traveling greater than 25 Km from a MERCATOR authorised service agent. The purchaser must meet these traveling costs.
15. Where the product does not perform to the expectation of a user but it does perform to its published features and specifications.
16. Non-structural corrosion damage of non-316 stainless steel components such as surface rust or minor rust.
17. Liability for consequential loss or claims for damage to furniture, carpets, walls, ceilings, foundations or any other event either directly or indirectly resulting from a faulty product or accessory to the maximum extent permitted by law.

6 COMMERCIAL USE

Mercator products which specifically designed for commercial use are designated as Commercial Use Products on the product packaging. The warranty period for products designated as Commercial is specified in the Limited Warranty Period Table.

All Mercator ceiling fan/bathroom heater/exhaust fan products are designed for domestic use unless otherwise specified in the warranty documentation supplied with the product.

Where products designed for domestic use are used in a commercial environment/commercial premises one third of the domestic warranty as defined in the Limited Warranty table supplied with the product applies.

IN CASE OF MISSING ACCESSORIES OR PARTS, PLEASE CONTACT MERCATOR CUSTOMER SERVICE BEFORE INSTALLATION OF THE PRODUCT. IF YOUR PRODUCT IS DEFECTIVE OR EXCESSIVELY NOISY, PLEASE CONTACT MERCATOR CUSTOMER SERVICE BEFORE THE ELECTRICIAN LEAVES THE RESIDENCE WHERE THE INSTALLATION IS TAKING PLACE.

THIS WARRANTY IS VALID IN AUSTRALIA ONLY

HOW TO MAKE A WARRANTY CLAIM

- A. Limited repair/replacement warranty: Please return the faulty MERCATOR product together with a copy of the proof of purchase, and if required, a certificate of compliance for the installation of the product by the licensed electrician who installed the product, to the authorised MERCATOR retailer where the product was purchased. To the maximum extent permitted by law, the customer must bear the costs and expenses of claiming under this warranty, including but not limited to the cost incurred in freight, postage, handling, travel, dismantling or reinstalling the product.
- B. In-home repair/replacement warranty: Where an in-home warranty applies, please phone the MERCATOR customer care hotline 1300 55 22 55 (select option 2.) Australia for all in-home warranty enquiries and do not phone or return the product to the retailer. Do not uninstall or return a hard-wired product to the retailer unless advised to do so by a MERCATOR customer service representative.

REV.: A

Warranty Claim Form

Ceiling Fan / Bathroom Heater

ABN 23005946958

88-100 Kyabram Street,
Coolaroo VIC 3048 AUSTRALIA
1300 552 255 (select option #2)

P.O Box 66 Dallas VIC 3047
AUSTRALIA

1300 552 256

 **MERCATOR**
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Mercator - Limited Warranty - Ceiling Fan / Bathroom Heater Products

Dear Valued Customer,

In order to make a claim, we require the following documentation to be supplied

Copy of proof of purchase receipt

Copy of electrician's invoice or certificate of compliance for the installation of the MERCATOR product (if required).

Below form completed in full and with as much detail as you can provide to support your warranty claim with us.

Please ensure claim form is signed before submitting.

You can return a copy of this form along with your documentations to the above postal address or fax number. You can also forward your documentation to our warranty email address: warranty@mercator.com.au Alternatively, you may log onto our website www.mercator.com.au and make a claim online.

Product Details

Product Code:	No. of Faulty Units:	
Product Name:		
Product Description / Colour:		
Blade Colour (Req for Fan):		
Remote Control? Yes / No	Isolation Switch Installed? Yes / No	Remote Model No: FRM
Reason for Claim:		
When did the problem start:		
Do you have solar power? Yes / No		

Customer Details

Customer Name:		
Day Time Phone No:	Mobile No:	
Email Address:		
Address (of where product is installed):		
Suburb:	State:	Postcode:
Purchased From:	Date Purchased:	
Electrician Name:	Contact No:	

By signing the below, I.....acknowledge that I have read and understood the terms and conditions of the product warranty and I also acknowledge that if Mercator's service agent inspects and reports my fan/remote/light and deems the fault to be caused by incorrect installation and/or misused or any of the other exceptions set out in the Limited Warranty Terms and Conditions and I will be charged a "call out" fee by Mercator.

Purchaser's signature:

Date:

Signing of this form is required in order for your warranty claim to be processed

REV.: A

Limited Warranty Period

Mercator Limited Warranty

Ceiling Fan / Bathroom Heater

REV.: 23.0

Product	Installation Location	Warranty Period
Mercator Ceiling Fans		
Swift 316	Installed Indoors	5 years in-home repair or replacement warranty.
	Installed Enclosed Outdoors	5 years in-home repair or replacement warranty.
Caprice, Caprice DC, Eagle DC, Luna	Installed Indoors	3 years in-home repair or replacement warranty followed by 3 years repair or replacement warranty for motor only.
	Installed Enclosed Outdoors	3 years in-home repair or replacement warranty for motor only. External appearance not covered.
Manly DC, City DC, Trinidad-II, Bermuda, Lily DC, Rio DC, Lima DC, Rhino DC, Avia, Cooya, Monterey, Healey, Sorrento, Flinders, Europe	Installed Indoors	2 years in-home repair or replacement warranty followed by 3 years repair or replacement warranty for motor only.
	Installed Enclosed Outdoors	2 years in-home repair or replacement warranty for motor only. External appearance not covered.
Acland, Ciesta, Cylindix, Fremantle, Glendale, Grange, Hamilton, Hayman, Kewarra, Kimberley, Launceston, Longreach, Mustang, Octagon, Pisa, Regent, Roseberry, Seville, Sirocco, Solano, Swift, Trillium	Installed Indoors	2 years in-home repair or replacement warranty followed by 3 years repair or replacement warranty for motor only.
	Installed Enclosed Outdoors	2 years in-home repair or replacement warranty for motor only. External appearance not covered.
Vento Ceiling Fans		
Fino, Fiore, Sole, Libellula, Uragano	Installed Indoors	5 years in-home repair or replacement warranty.
	Installed Enclosed Outdoors	5 years in-home repair or replacement warranty for motor only. External appearance not covered.
Exhaust Fans		
Fresno, Bairstow, Archer, Shutter, Ripple, Omega	Installed Indoors	1 year in-home warranty.
Ventcap	Installed Outdoors	1 year warranty.
Novaline, Novaline II, Silverline, Skyline, Supaline, Ultraline, Helix, Emeline, Starline	Installed Outdoors	1 year repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
Bathroom Heaters		
Ardene	Installed Indoors	12 months repair or replacement warranty for the main unit.
	Installed Enclosed Outdoors	Not covered.
Lava, Uniglow, Magnus, Spectra	Installed Indoors	3 years repair or replacement warranty for the main unit. 2 years replacement warranty for heat lamps.
	Installed Enclosed Outdoors	Not covered.

Product	Installation Location	Warranty Period
Bathroom Heaters (Continued..)		
Cosmo	Installed Indoors	5 years repair or replacement warranty for the main unit. 2 years replacement warranty for heat lamps.
	Installed Enclosed Outdoors	Not covered.
Extreme	Installed Indoors	5 years in-home repair or replacement warranty for the main unit. 2 years replacement warranty for heat lamp, inline motor and remote controller.
	Installed Enclosed Outdoors	Not covered.
Remote Controllers		
FRM series	Installed Indoors	1 year repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
Portable Fans		
Apollo, Atlas	Installed Indoors	2 years repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
Athena	Installed Indoors	1 year repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
Ceiling Fan Lights		
Detachable Lights	Installed Indoors	1 year repair or replacement warranty.
	Installed Enclosed Outdoors	Not covered.
Non-detachable (integrated with fans)	Installed Indoors	Same warranty period as of the fan.
	Installed Enclosed Outdoors	Same warranty period as of the fan.

Note: Warranty periods begin from the date of purchase.
*** Enclosed Outdoors: Products installed at least 1.5m from the perimeter of the roof / eaves of the enclosure (for protecting the product from direct or indirect rain water or sunlight)*

REV.: 23.0