



8.0 General Warranty Terms and Conditions

New Zealand - Freestander - ES1-P7S Australia - Freestander - ES1-P7H



8.0 GENERAL WARRANTY TERMS AND CONDITIONS

GENERAL INFORMATION

This quality manufactured product is state of the art. The materials used were meticulously selected and are constantly checked, as is our entire production process.

Setting up or installing this product requires specialized knowledge. Spartherm products may therefore only be installed and commissioned by specialized firms and in compliance with statutory regulations as amended.

Manufactured in Germany by Spartherm GmbH, Maschweg 38, D-49324 Melle.

Distributed in New Zealand by Escea Ltd, 17 Carnforth Street, Dunedin 9058. Ph. 0800 173 000.

Warranty Conditions for Spartherm New Zealand

This warranty is provided by the New Zealand Distributor of Spartherm Fires, who trade as Escea Limited (referred to in this document as Escea). The warranty applies from the date of purchase from or through an authorised Spartherm fire dealer.

1. Nature of Warranty

- 1.1 Subject to the exclusions in section 2 & 3, Escea undertake to put right any defects in the Spartherm products supplied by Escea for the periods specified on the right:

Parts	Parts and Labour Warranty
Basic firebox parts of the fireplace including inserts, stoves, cassettes and doors	5 years*
Elevating mechanisms, operation devices such as handles, adjustment leavers, shock absorbers, electronic and electrical components such as exhausters, governors, and safety devices	2 Years*
Fireclay bricks / vermiculite, fire grates, seals and glass**	6 months*

* From date of purchase

** Fireclay Bricks / vermiculite: These are natural products subjected to expansion and contraction during the heating process. This may create cracks. For as long as the linings remain in position in the fire chamber and do not break up, they remain fully functional and hence not subject to warranty claims.

- 1.2 Escea must pre-authorise all warranty work.
- 1.3 The benefits provided by under this warranty are in addition to the consumer guarantees and any other statutory rights you may have under the consumer law and/or other applicable laws.

2. Warranty Exclusions

- 2.1 This warranty does not apply and will be void where:
- 2.1.1 The Spartherm fire is not installed in accordance with AS/NZS 2918:2001 and any building code and consent.
- 2.1.2 The Spartherm fire has not been installed or operated in accordance to the Spartherm installation manual, in particular, defects, malfunctions or failures caused by incorrect installation, normal wear and tear, misuse, neglect, lack of proper and regular maintenance, accidental damage any other alteration, or failure to follow operating instructions in the installation manual or any misuse that causes an overfired situation resulting in heat damage.
- 2.1.3 The use of products, including flue systems that are not specified in accordance with installation manual.
- 2.1.4 Installation of the fireplace, repairs or modifications by persons not authorised by Escea, use of parts not supplied by Escea, or damage or other events which have occurred since the product left the control of Escea.
- 2.1.5 Any scratches, dints, finger print marks and melted items that occurred after the arrival of the product to the Spartherm Dealer.
- 2.1.6 Discolouration of the enamel, galvanized surfaces or glass caused by soiling by soot or built-in residues of burnt materials as well as visibly changed colour or other aspects due to thermal stress, or overload.
- 2.1.7 If the installation and operating instructions are not followed resulting in the overheating of the pulleys and bearings.
- 2.1.8 Improper handling of fragile components such as glass.

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- 2.1.9 Damage caused by incorrect use or the burning of treated or painted wood, driftwood or other fuels which are not recommended.
- 2.1.10 Changes in the interior / exterior surfaces of the house, fire or flue (e.g. any staining or soot / smoke damage, cracking, discoloration or degradation of surfaces caused by thermal stress).
- 2.1.11 Damage caused by abnormally corrosive environments (e.g. sea salt corrosion).
- 2.1.12 Damage caused by water affecting the Spartherm fire.
- 2.1.13 Operation of the Spartherm fire without its fire clay bricks, vermiculite, door seals, fire grates, complete glass doors in place or partly open doors will create an overfired situation resulting in damage, which will not be covered by warranty.
- 2.1.14 Spartherm wood fires are coated with high temperature paint that may show signs of surface rust if exposed to moisture for an extended period of time. Escea reserve the right to prep and paint a brand new fire that has just been delivered rather than supplying a new fire in the rare event any rust is present. Any subsequent rust damage is not covered by warranty.
- 2.1.15 This warranty does not cover paint blemishes or imperfections because of the uneven nature of high temperature paint. A spray can of touch up Spartherm paint is available and can be purchased from your Spartherm dealer.
- 2.1.16 Subject to any statutory provisions to the contrary, at Escea's discretion, Escea's liability in respect of Spartherm products that are found to have manufacturing defects will be limited to refunding, repairing or replacing the defective products. In the event of a warranty repair that results in the skamol board needing to be removed to access the Spartherm fireplace, the reinstatement of the skamol board will be covered under warranty. The reinstatement and replacement of any affected wall, ceiling or floor coverings, coatings or claddings are not covered by warranty. Escea does not accept liability for consequential damage or any incidental expenses resulting directly or indirectly from any defect or breach of warranty, claims for damage to building or any other consequential loss.

3. Other Spartherm Warranty Conditions

- 3.1 No dealer, distributor, or similar person has the authority to warrant Spartherm products beyond the terms contained in this warranty.
- 3.2 This warranty is automatically voided if the appliance's serial number has been removed or altered in anyway.
- 3.3 We particularly recommend that your Spartherm fireplace and chimney are serviced annually by a fireplace installer or service person.
- 3.4 Any differences in fireplace appearance from Spartherm promotional images that is due to printing limitations, environmental factors or wood variations are not a warranty issue.
- 3.5 Where you make a claim under this warranty, an authorised repairer may need to attend your premises to inspect the Spartherm product. Escea may charge you a service call fee if a repairer will be required to travel more than 30 km from the nearest service centre to your location. You can obtain details on the location of service centres and service call fees by visiting the Spartherm website or calling the customer care line below.

4. Warranty Claims

- 4.1 If you make a valid claim under warranty and none of the exclusions set out in section 2 and 3 apply, Escea will, at Escea's election either:
 - 4.1.1 Repair the relevant part of the Spartherm product;
 - or**
 - 4.1.2 Replace the relevant part of the Spartherm product with a product of identical specification (or where the product is superseded or no longer in stock, with a product of as close a specification as possible).

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5. How to make a warranty claim

5.1 To make a valid claim under this warranty, you must:

- 5.1.1 Lodge the claim through the dealer who supplied the fire, as soon as you first become aware of the breakdown. The Spartherm Dealer will then follow Escea's warranty claim process.
- 5.1.2 Provide the Spartherm product serial number.
- 5.1.3 Provide reasonable proof of purchase for the Spartherm product.
- 5.1.4 If required, provide access to the premises at which the Spartherm product is located (so it can be inspected).

Region	New Zealand Spartherm Distributor	Filing a Claim
New Zealand	Escea Limited 17 Carnforth Street Dunedin, 9018, New Zealand Ph 0800 17 3000 www.sparthermfires.co.nz	Contact the dealer you purchased the fire from.
Australia	Escea Australia PTY Ltd. P.O. Box 176 Pennant Hills, 1715, Sydney, NSW Au:1800 460 832 or WA: 1800 730 140 www.sparthermfires.co.nz	Contact the dealer you purchased the fire from

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