Simco Catering Equipment
Warranty Terms and Conditions
Important Notice

It is a term of the sale of the Product that the Product will be and is used solely for commercial operations and not for personal, domestic or household use.

1.Definitions

“Authorised Service Agent” means an agent authorised by Simco to provide inspection, repair and maintenance service on a Product.

“Business Day” means a day that is not a Saturday, a Sunday or a public holiday in the city, state or territory where the Product is situated.

“Customer” means the purchaser of a Product supplied new by Simco to the Dealer or the Customer.

“Dealer” means a dealer, supplier or retailer of the Product.

“Inspection Fee” means the fee payable by the Customer in order for Simco to inspect the Product to determine whether the whether the Customer’s warranty claim falls within the warranty terms and conditions contained in this document.

“Product” means the product supplied new by Simco.

“Simco” means Australian Catering Equipment Holdings Pty Ltd (ACN 767 893 606) as Trustee for Australian Catering Equipment Holdings Unit Trust trading as Simco Catering Equipment of 3-9B Forge Street, Blacktown NSW 2148.

2.Application of the Warranty Terms and Conditions

2.1 These Warranty Terms and Conditions and no other terms and conditions whether written or oral shall apply to the Product.

2.2 These Warranty Terms and Conditions supersede all prior understanding, arrangements and agreements between Simco and the Customer and constitute the sole and only agreement with respect to the warranty provided by Simco.

3.Warranty

3.1 Subject to the terms and conditions contained in this document, Simco warrants the Product purchased against all defects in material or workmanship for a period of: -

3.1.1 Two (2) years for both on-site repair service and replacement of parts free of any charge from the date of the purchase of the Product;

3.1.2 followed by an additional two (2) years for replacement of parts only free of any charge with the costs of the onsite service to be paid by the Customer

save and except that of all consumable spare parts including but not limited to knobs, thermocouple, piezo leads, igniters, ignition box, fuses, pilot burners and burner jets will only have a warranty period of twelve (12) months only for both parts and service. In addition, Simco ‘s warranty extends to a replacement or refund for a major failure of the Product. This warranty will not apply if the Product has been purchased for resale.

3.2 All warranty claims must be lodged with: -

3.2.1 proof of purchase by way of tax invoice or delivery docket in relation to the Product. Without proof of purchase, the warranty will not apply; and

3.2.2 a Gas Certificate of Compliance if the Product is a gas appliance.

3.3 The Customer must give Simco written notice to Simco via the Warranty Request Form available on SIMCO’s website simcogroup.com.au immediately upon becoming aware of any defect and must give such notice prior to the expiry of the respective warranty periods of: -

3.3.1 two (2) years for labour and parts warranty;

3.3.2 four (4) years for parts warranty only.

Any defect which arises prior to the expiry of the relevant warranty periods will not be covered under the warranty if the Customer notifies Simco or the Dealer of such defect after the relevant warranty periods have expired.

3.4 Simco’s warranty against all defects in material and workmanship for the respective warranty periods set out in Clause 3.1 above is subject to the following: -

3.4.1 if the defect arises from the customer’s failure to:

(a) carry out regular servicing, at the customer’s cost, by Simco or an Authorised Service Agent; and or

(b) the customer fails to maintain the product as specified in the operation manual;
then the warranty against defects will be void.

3.4.2 the repair of the Product will be carried out within a reasonable period of time after notification of the defect is received by Simco and during the hours of 8.00 am to 4.00 pm on a Business Day. if the Customer requires the Product to be repaired immediately or outside the hours of 8.00 am to 4.00 pm on a Business Day, such repair is subject to availability and the Customer must pay the urgent service fee plus GST. The Customer will be informed of such urgent service fee plus GST prior to the Customer’s confirmation for the service to be provided;

3.4.3 if the Product is situated within a 50km radius of the General Post Office of the capital city of each state and territory in Australia or if outside of this area, within 30 km from an Authorised Service Agent, the on-site repair and replacement of parts is free of any travel costs.

If the Product is situated outside of these areas, the Customer must return the Product to Simco’s head office located at 3-9B Forge Street, Blacktown NSW 2148 or to the nearest Authorised Service Agent as directed by SIMCO, if available for repair with the costs of the delivery and collection of the Product to be borne by the Customer. If the Customer requires or prefers on-site service, the Customer is liable for the travel fee plus GST if on-site service is available at the location where the Product is situated and the Customer will be informed of such travel fee plus GST prior to the Customer’s confirmation of the service to be provided;

3.4.4 all other costs and charges related to the repair and replacement of the defective parts of the Product including but not limited to re-installation and commissioning costs shall be borne by the Customer; and

3.4.5 Simco is not required to provide a replacement product for the Customer’s use while the Product is being repaired or while waiting for a replacement part to be available for repair.

3.5 As an alternative to the repair and replacement of the defective parts of the Product, Simco reserves the right to replace the Product with a product with similar features or to refund to the Customer the costs of the Product purchased at the discretion of Simco.

4.Warranty Claim Procedure

4.1 To make a claim under this warranty, the customer must do the following: -

4.1.1 Complete the Warranty Request Form online available on Simco Catering’s website at simcogroup.com.au/support and forward the completed form to SIMCO by email.

4.1.2 Provide a copy of the tax invoice or delivery docket as proof of purchase.

4.1.3 Provide a copy of the Gas Certificate of Compliance in relation to a gas appliance.

4.1.4 Provide the Customer’s credit card / debit card details required in the Warranty Request Form as security for the payment of the Inspection Fee in the event that the warranty claim is not related to any defect in material or workmanship of the Product or the warranty has been voided by the Customer or the warranty claim does not fall within the warranty terms and conditions contained in this document.

4.2Upon the Customer completing the procedures set out in paragraph 4.1 above, Simco or its Authorised Service Agent will carry out an inspection of the Product and determine whether the Product is under warranty in accordance with the terms contained in this document.

4.3In providing the credit card / debit card details required in the Warranty Request Form, the Customer authorises Simco to place a temporary hold on the Customer’s credit card / debit card for the Inspection Fee which amounts to a pre-authorisation to Simco to process the credit card / debit card, if required. This pre-authorisation is not a charge and at this stage, no funds will be debited from the Customer’s credit card / debit card account.

4.4If upon inspection by Simco or its Authorised Service Agent, the Product is not under warranty, the Customer is liable for the Inspection Fee and the Customer’s credit card / debit card will at this stage be processed for the payment of the Inspection Fee.

4.5If the product is under warranty for both on-site repair service and replacement of parts or replace of parts only, Simco will not charge the Customer the Inspection Fee and the pre-authorisation on the credit card / debit card will be cancelled. Simco or its Authorised Service Agent will then proceed with the repair of the Product at no charge to the Customer.

4.6If the Product is not under warranty for both on-site repair service and replacement of parts, Simco will inform the Customer of the estimated costs of the on-site repair service and replacement of parts or the costs of the on-site repair service only (as the case may be in accordance with the terms of the warranty) required for the repair of the Product. When the Customer authorises Simco to proceed with the repair of the Product, the Customer also authorises Simco to place a temporary hold on the credit card / debit card for the estimated costs of the repair amounting to a pre-authorisation to Simco to process the credit card / debit card, if required. This pre-authorisation is not a charge and at this stage, no funds will be debited from the Customer’s credit card / debit card account. Upon completion of the repair by

Simco or its Authorised Service Agent, the Customer's credit card / debit card will be processed for the payment of the costs of the repair.

5.Warranty Limitations and Exclusions

5.1 Simco's warranty covers only new Products purchased by
the Customer and is not transferrable to any other party.

5.2 Simco's warranty will be suspended if the Customer has not paid for the cost of the purchase of the Product in full.

5.3 Simco's warranty does not cover the use of the Product outside of Australia or if the Product is situated out of Australia.

5.4 Simco's warranty does not cover: -

5.4.1 any component of the Product made of glass.

5.4.2 any light globes, infra-red tubes, quartz tubes or any other type of globes or tubes fitted to the Product.

5.4.3 any defect or damage to the Product caused or partly caused by blocked pilot assembly or burner jets from food stuff, oils, chemicals or debris or by a failure to clean and maintain the Product as specified in the user manual.

5.4.4 any unsuitability or limitations as to the use of the Product or any defect or damage to the Product caused as a result of any fault in the Customer's specification or design provided by the Customer to Simco or the Dealer.

5.5 Simco's warranty will be voided: -

5.5.1 if the serial number of the Product has been tampered with or removed;

5.5.2 if the Product has been repaired or serviced by any person other than the Authorised Service Agent;

5.5.3 if the defect or damage to the Product is caused by the Customer: -

(a) failing to follow the instructions in the installation, commissioning, use or maintenance of the Product.

(b) carrying out any modification or repair to the Product without the authority of Simco or its Authorised Service Agent;

(c) causing accidental damage to the Product;

(d) using the Product in a manner which is inconsistent with the proper and recommended use of the Product by Simco;

(e) being negligent in the installation, commissioning, use or maintenance of the Product;

(f) failing to obtain a Gas Certificate of Compliance when required and/or the Customer failing to install all gas related Products in accordance with the installation requirements of AS/NZS 5601.1 and any other relevant legislation.

5.6. Simco will not in any circumstance be liable for any consequential loss or damage including any actual or expected loss of revenue claimed to have arisen from the Customer's use of the Product.

5.7 The Dealer is not authorised by Simco to give any additional warranty in relation to the Product or to make any representation about the Product's performance or fitness for any specific purpose.

ATOSA
CookRite
TO COOK NICELY!
JASPER
MIX RITE
MAKE THE STEEL RITE!
Snowman
Refrigeration Australia
SIMCOHOOD
EXHAUST CANOPY SOLUTION!