

Heat Pump Warranty

Effective 01 July 2025

1. Background

- (a) Emerald Energy Pty Ltd (ACN 632 172 368) (**'Emerald', 'we' or 'us'**) supplies various goods. We aim to provide our valued customers with long-term protection against product failures.
- (b) 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.
- (c) This warranty is in addition to any rights you may have under the Australian Consumer Law and in no way limits, varies or excludes any express or implied rights and remedies.
- (d) If this warranty is inconsistent with any rights you have under the Australian Consumer Law, the Australian Consumer Law will prevail.

2. Goods

The goods subject to this warranty are the Emerald heat pumps range.

3. Types of warranties

3.2 Residential

- (a) For the purpose of this Heat Pump Warranty policy, 'residential' means any goods purchased and installed at a residential premises for personal and private use.
- (b) In addition to your consumer guarantees, we offer 2 types of warranties for residential goods as follows:
 - (i) **Standard Warranty against Defects:** this warranty applies automatically;
 - (ii) **Registered Warranty against Defects:** you will receive the registered warranty when you register your good(s) at <https://www.emerald.com.au/warranty/>. You must register your good(s) within 3 months from the installation date to be eligible for the Registered Warranty.

3.3 Commercial

- (a) For the purpose of this Heat Pump Warranty policy, 'commercial' means any goods purchased and installed at a commercial premises (eg office building or retail space).
- (b) In addition to your consumer guarantees, we offer a standard warranty against defects for commercial goods. This warranty applies automatically.

4. Warranty Periods

- (a) For the purpose of this Heat Pump Warranty policy, the term:
 - (i) 'goods' comprises the 'tank' and the 'system':
 - A. 'tank' means the physical tank of the heat pump; and

- B. 'system' means all other hardware (excluding the tank) of the heat pump.
- (ii) 'labour' means the workmanship provided by installers to install the goods at your premises.
- (b) All warranties for the goods ('**Goods Warranty Period**') commence on the date of installation and continue for the duration specified in relation to the relevant goods as set out in the table below. The Goods Warranty Period comprises:
- (i) warranty period for the 'tank' component; and
 - (ii) warranty period for all other components of the 'system'.
- (c) The warranty for labour ('**Labour Warranty Period**') commences on the date of installation and continues for the duration specified in relation to the relevant goods set out in the table below.

	Warranty Type		
	Residential		Commercial
All-In-One Select Range (NSW, SA, ACT, WA, NT, TAS, QLD installed units)	Standard	Registered	Standard
Tank	5 years	6 years	5 years
System	5 years	5 years	5 years
Labour	2 years	2 years	2 years

	Residential		Commercial
	Standard	Registered	Standard
All-In-One Pro Range			
Tank	7 years	8 years	5 years
System	5 years	5 years	5 years
Labour	5 years	5 years	2 years

	Residential		Commercial
	Standard	Registered	Standard
All-In-One Ultra Range			
Tank	10 years	11 years	5 years
System	5 years	5 years	5 years
Labour	5 years	5 years	2 years

	Residential and Commercial
Split System Range	Standard
Tank	5 years
System	5 years
Labour	2 years

	Warranty coverage only for All-In-One Select Heat Pumps installed in Victoria from 01 September 2025		
	Residential		Commercial
All-In-One Select Range (VIC installed units)	Standard	Registered	Standard
Tank	5 years	6 years	5 years
System	5 years	5 years	5 years
Labour	5 years	5 years	2 years
	Warranty coverage only for Split System Heat Pumps installed in Victoria from 01 September 2025 – residential only		
Split System Range	Standard		
Tank	5 years		
System	5 years		
Labour	5 years		

5. Goods Warranty

(a) Subject to the Australian Consumer Law and clauses 6 and 8, during the Goods Warranty Period:

- (i) we will repair or replace (at our reasonable discretion) any defective parts of goods or defective goods directly purchased from us or one of our authorised re-sellers if the goods or part of goods experience a minor failure.
- (ii) you are entitled to a replacement or refund if the goods experience a major failure.
- (iii) you are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality (as reasonably determined by us) and the failure does not amount to a major failure; and

- (iv) you are entitled to compensation for any other reasonably foreseeable loss or damage.
- (b) If you or Emerald elect to replace the defective goods, we will replace the goods with the same type of goods or a comparable or close equivalent, taking into account features, quality, specifications and availability of the goods.
- (c) If Emerald is unable to repair or replace the defective goods, we will provide you with a credit note for the value of the price paid for the goods, unless we are required to provide a refund under the Australian Consumer Law.
- (d) If it is reasonably determined that you are not entitled to a repair, replacement or refund under the consumer guarantees under the Australian Consumer Law (eg failure of the goods was caused by you or a third party), then any repair or replacement of the good(s) provided by us will be at your own cost. This includes cost of any replacement good(s), repair costs and costs of installers.

5.2 Labour Warranty

Subject to the Australian Consumer Law and clauses 6 and 8, during the Labour Warranty Period, if we are required to replace or repair any defective goods, we will arrange (at our cost) the installation of the replacement good or the repair of the defective good (as the case may be) within a reasonable time. For the avoidance of doubt, we will not reimburse you for any costs incurred in relation to this labour warranty unless you have obtained our prior written approval of such costs before it is incurred.

6. Conditions for claiming under this warranty

To be eligible to receive a remedy under this warranty, the following conditions must be met:

- (a) the goods must have been installed correctly in accordance with the installation instructions, by an appropriately licensed tradesperson;
- (b) the goods must be handled, installed, operated and maintained in accordance with our instructions and, if applicable, the manufacturer's instructions, in normal environmental conditions;
- (c) you must provide us or our agent, at our request, with easy access to the goods and any fixtures used to operate them;
- (d) you must be the original purchaser of the goods from us or from a reseller authorised by us;
- (e) you must provide proof of purchase of the goods (eg an invoice);
- (f) you must follow the claim procedure outlined in section 7 below; and
- (g) the goods must not have been subject to accident, neglect, abuse, abnormal use or stress (such as operating the goods in environments in excess of recommended temperatures, excessive switching cycles and operating hours), misuse, acts of God, improper installation or storage, fire, vandalism or civil disturbances.

7. Claims procedure

Follow the following steps to make a claim under this warranty:

- (a) contact the Emerald customer support team on 02 9466 6000 during business hours or at support@emerald.com.au;
- (b) provide proof of purchase of the goods or your Warranty Registration ID (if you have registered your goods);
- (c) provide any servicing documentation; and

- (d) provide complete details about the issues you are experiencing with the goods including any photos if relevant.

8. Limitations of warranty

- (a) To the extent permitted by law, this warranty does not cover the following:
 - (i) costs associated with return freight, transportation or delivery of the goods, unless authorised by us at our reasonable discretion;
 - (ii) service call fees for the defective goods outside the Labour Warranty Period;
 - (iii) service call fees where it is reasonably determined that the goods are not defective;
 - (iv) costs associated with the installation and dismantling of the defective goods, or re-installation of the repaired or replaced goods outside the Labour Warranty Period;
 - (v) any damage to, or loss of, goods that occurs during transportation, installation, dismantling or re-installation of the goods;
 - (vi) theft or vandalism of the goods;
 - (vii) any physical damage to the goods that is not caused by us;
 - (viii) damage to goods caused by misuse or negligence, whether accidental or intentional, including damage caused by failure to routinely maintain the goods;
 - (ix) if the anode has not been inspected in regular maintenance and replaced as required;
 - (x) fair wear and tear, including but not limited to, rusting, corrosion or mould and repairs or modifications to the goods carried out by repair agents that are not authorised by us;
 - (xi) if you have asked for repairs by Emerald or its agents which are against the advice of Emerald or its agents; and
 - (xii) if the defect arises after the expiration of the Goods Warranty Period or Labour Warranty Period.
- (b) To the extent permitted by law, Emerald will not be liable or responsible for any:
 - (i) incidental, consequential, or punitive damages, including but not limited to loss of use, loss of profits, loss of production and loss of revenues, in any possible way, connected or associated with the Emerald goods or the installation of the Emerald goods.
 - (ii) loss or damage where it was not at fault, or where the loss or damage was not foreseeable on the date you purchased the goods or on the date the goods were installed.

9. Contact us

For any questions about Emerald's goods or this warranty, please contact us on 02 9466 6000 or at support@emerald.com.au