



T: +649 623 6990
E: sales@thefireplace.co.nz
12 Tawari St, Mt Eden
Auckland 1024, New Zealand
thefireplace.co.nz

FIREGUARD® WARRANTY

Installation of all gas fires must be carried out and commissioned by a registered gasfitter, preferably trained & familiar with our appliances and in conformance with relevant NZ Standards: AS/NZS 5601.1:2013

The Fireplace Limited recommends that the installation of all Jetmaster and Stovax wood fires be carried out by an S.F.A.I.T (Solid Fuel Authorised Technician), trained and familiarised with the appliances we distribute to conform to the relevant NZ Standards. (AS/NZ 2918:2001)

This warranty cover is for all wood, gas and electric fires sold by The Fireplace Limited.

The FIREGUARD® WARRANTY is offered as follows:

- a) **A 24 MONTH (2 YEAR) WARRANTY:** Parts and Labour on all fires subject to installation being undertaken by authorised and registered installer trained and familiarised with the products we distribute and in terms of clause 8 of the Warranty Terms and Conditions attached.
- b) **A FURTHER 3 YEAR EXTENDED WARRANTY** excluding labour, on **ALL FIREBOXES** except Gazco electric fires which is 2 years in total from date of purchase. This does not include any consumables such as logpans, baffles or heat bricks/tiles, pilot assemblies and other burner parts or decorative logs or media. STOVAX firebox warranty is 2 years.

PLEASE NOTE:

- All Warranties are for domestic home use in New Zealand and subject to the following conditions.
- For Commercial use please refer Clause 8.
- All fires must be serviced annually for the term of the warranty - refer Clause 7.

THIS FIREGUARD® WARRANTY IS SUBJECT TO TERMS, CONDITIONS AND EXCLUSIONS AS DETAILED BELOW

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WARRANTY TERMS AND CONDITIONS.

1. **EFFECTIVE DATE:** The FIREGUARD® Warranty applies from the date of invoice from The Fireplace Limited, or the date of instalment (as evidenced by the permit, consent or certificate) as the case may be if within 3 months of purchase, provided however, that the Product Owner provides The Fireplace Limited with a copy of the relevant permit/consent/certificate.
2. **AUTHORISED SERVICE AGENTS:** The Fireplace Limited has independent Service Agents who, apart from The Fireplace Limited, are authorised by The Fireplace Limited to determine if warranty conditions have been met and are then permitted to carry out warranty repairs or replacements.

In the event an Authorised Service Agent is unavailable to attend to the Fire within a reasonable time frame, a suitably qualified local tradesperson may be permitted to carry out the repair or replacement work. **However approval from The Fireplace Limited must be obtained prior to any work commencing for the warranty to be valid.** The Fireplace Limited will not accept any claim or charge arising from the actions of an unauthorised service person.

3. **NEED FOR PERMIT/CONSENT/CERTIFICATE:** The Fire must be installed in accordance with the manufacturer's instructions and the relevant New Zealand standards/codes of practice for the Fire. Installation must be by a qualified gasfitter for gas appliance, by a qualified installer (NZHHA) for wood fired appliance and by a qualified electrician if an electrical appliance. All installations must be duly certified by such qualified tradespersons and signed off by the Territorial Authority as applicable.
4. **ENTITLEMENT TO PERMIT/CONSENT/CERTIFICATE DETAILS:** The Fireplace Limited and/or its Authorised Service Agents shall be entitled to be given a copy of the relevant permit/consent/certificate details for the installation of the Fire, both to determine the installation date and that the Fire has been correctly installed by a properly qualified installer.
5. **EFFECT OF NO PERMIT/CONSENT/CERTIFICATE:** If no relevant permit/consent/certificate has been obtained then the FIREGUARD® Warranty shall be void and any other warranties or guarantees on the Fire, implied or otherwise indicated shall also be void. The Fireplace Limited and/or its Authorised Service Agents may also decline to further service or work with the Fire, with any such additional service or work to be at the cost of the Product Owner.

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6. **INSTALLATION DEFECTS:** Installation defects, that result in either non-compliance with the installation requirements, as laid down in the manufacturer's installation instructions, or with the relevant New Zealand standards and legislation, are not covered under this or any other warranty or guarantee and the warranty itself is void. The Fireplace Limited will not affect any work to make good such defects and the repair of any consequent faults with the Fire that can be directly attributed to the defects in installation, these are the responsibility of the original installer. If the original installer is not available or the Product Owner does not wish to have them back, then all work carried out by the Authorised Service Agent shall be a matter for agreement and payment between the Product Owner and the Authorised Service Agent. The Fireplace Limited assumes no liability for the installation or remedial work to make the installation compliant whether carried out by its Authorised Service Agent or not and such work does not fall under the warranty or guarantee nor does it reinstate the warranty.
7. **NEED FOR ANNUAL SERVICING:** The Fire must be serviced once by the end of the first year following installation, for the second year of the **FIREGUARD®** Warranty for Parts and Labour to apply. If the Product Owner cannot show evidence that the Fire has been serviced then the second year is void.
8. **COMMERCIAL USE:** If any goods supplied by The Fireplace Limited are used in other than domestic use, (as defined by the Territorial Authority), then the **FIREGUARD®** Warranty reduces to a ONE YEAR Full Parts and Labour Warranty and a TWO YEARS Full Part Warranty on Fireboxes (ONE Years Full Part Warranty on Stovax Fireboxes). This reduced **FIREGUARD®** Warranty is subject to the fitting and use of any additional components specified in the Fire's installation manuals and/or specifications for commercial use and operation.
9. **FIREBOX REPLACEMENT:** After the initial Two Year Full Warranty period and within Five Years of the **EFFECTIVE DATE OF COVER** (Two Years for Stovax Fireboxes), where the firebox of the Fire has failed (become unsafe or unusable due to a product defect and not due to external corrosion or unfair wear and tear or incorrect fuelling The Fireplace Limited may supply a replacement firebox to the nearest Authorised Service Agent for delivery to the Product Owner. For clarity after two years from the date of installation, labour costs involved in replacing the firebox of the Fire shall be at the Product Owner's cost.
10. **ONUS ON PRODUCT OWNER:** In the event that an Authorised Service Agent is called to attend a product fault and the Authorised Service Agent finds the fault not a warranty matter, the Product Owner must accept responsibility for payment to the Authorised Service Agent for their charges in respect of the call out. The Fireplace Limited reserves the right to decline any further warranty support or cover where it's Authorised Service Agent has not been paid by the Product Owner for any work outside that covered by this warranty.



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11. **VARIATION TO WARRANTY TERMS:** The Fireplace Limited may reserve the right (as Supplier of products sold by it in New Zealand on behalf of manufacturers) to change specifications or terms without any prior notice.
12. **CONSUMER PROTECTION:** The **FIREGUARD®** Warranty operates within the framework of Consumer Guarantees Act required under New Zealand legislation and such consumer rights as provided for by such legislation remain in force. The Fireplace Limited recognises that its warranties are subject to New Zealand legislation and that the Product Owner retains such rights under the **FIREGUARD®** Warranty. Please note that the Consumer Guarantees Act only applies to domestic use and not commercial.

EXCLUSIONS UNDER THIS WARRANTY

13. **PRODUCTS NOT SUPPLIED BY THE FIREPLACE:** In the event that the Fire receives or requires repair or replacement under the **FIREGUARD®** Warranty, any related building work, building materials, redecoration of surrounds, removal and reinstatement of fittings, connection/reconnection of services, use of plant or machinery and/or the respective costs thereof, all which are not directly required for the purposes of meeting the **FIREGUARD®** Warranty are not covered by this warranty and no liability on The Fireplace Limited for such other products not supplied by The Fireplace Limited shall apply or be part of the **FIREGUARD®** Warranty.
14. **CORROSION DAMAGE/EFFECTS:** All parts of a Fire (including flue) exposed to corrosive elements including weather conditions or, Wood Fires which have had treated or otherwise mineralised (driftwood/coal) fuel burnt in them, or gas fires which have been subjected to incorrect gas types, or excessive gas pressures, or contaminated gas may suffer corrosion, blemishing, warping or damage in consequence. Such affects and consequent damage are not covered by the **FIREGUARD®** Warranty. General wear and tear is not covered by the warranty.
15. **INCORRECT FUELS/OVER FUELLING:** All Fires must be operated and fuelled in accordance with the manufacturer's instructions as supplied by The Fireplace Limited with the Fire. The use of fuels other than as specified in the manufacturer's instructions shall void the **FIREGUARD®** Warranty.

OVERSEAS WARRANTIES/GUARANTEES NOT VALID: Any representation or documentation as to warranty including but not limited to overseas materials or websites or correspondence or manuals shall be replaced or superseded by The Fireplace Limit