

# **Warranty Terms & Conditions**

Last updated: 3 August 2023

1. Subject to these Warranty Terms, we warrant to the first purchaser of Goods (at the point of first installation only) that, for the period shown in the table below commencing on the date of purchase or 6 months from date of manufacture (whichever is earlier), any defect in workmanship or materials which is found upon inspection by us or on our behalf to result in the Goods malfunctioning, while under correct use and in normal operating conditions, will be repaired or replaced. To the fullest extent permitted by law, our liability under these Warranty Terms is limited to replacing or repairing the Goods or the relevant part thereof without charge provided that our liability shall in no event exceed the purchase price of the Goods or the relevant part thereof.

Warranty Coverage		Fridges	Freezers
Food Services	Centaur Sandwich Non-GN Series	2 years	
	Centaur Pizza Non-GN Series	2 years	
	Centaur Underbench Non-GN Series	2 years	2 years
	Centaur Upright Non-GN Series	2 years	2 years
	Irinox Series (1)	2 years	2 years
	MISA Series (2)	2 years	2 years
	Pegasus 1/1 Prep GN Series (7)	3 years	
	Pegasus 2/1 Prep GN Series (7)	3 years	
	Pegasus 2/1 Pizza GN Series (7)	3 years	
	Pegasus 1/1 Underbench GN Series (7)	3 years	3 years
	Pegasus 2/1 Underbench GN Series (7)	3 years	3 years
	Pegasus 1/1 & 2/1 Lowline GN Series (7)	3 years	
	Pegasus Upright GN Series (7)	3 years	3 years
	ProSpec Fridges	5 years	
	ProSpec Freezers (7)		3 years
	ReFlex Upright & Underbench (7)	3 years	3 years
	ReFlex Preparation (7)	3 years	
General Purpose	ActiveCore BME Series (3)	5 years	
	ActiveCore SKB Series (3)	5 years	
	ActiveCore SKT Series (3)	5 years	
	ActiveCore TME Series (3)	5 years	
	ActiveCore TMF Series (8)		5 Years
	ActiveCore SKFT Series (8)		5 Years
	BackBar Series (7)	3 years	
	BackBar X Series	2 years	
	CounterLine Series	2 years	
	EziCore Series (4)	2 years	
	Food Display Series	2 years	
	Glass Chiller Series	2 years	
	ITV Ice Maker Series	2 years	
	Serene Series (5)	2 years	
	SlimLine Series	2 years	
	VFX Series		2 years

<b>Convenience Stores</b>	Open Deck Series	2 years	
Customs	Customised Models (6)	1 year	1 year

- (1) Refer to clause 9.2 below for warranty limitations
- (1) Refer to clause 9.3 below for warranty limitations
- (3) ActiveCore warranty increased from 2 years to 5 years for goods purchased after 1 May 2018
- (4) EziCore warranty increased from 1 year to 2 years for goods purchased after 18 January 2019
- (5) Serene warranty increased from 1 year to 2 years for goods purchased after 6 September 2021
- (6) Some customised models may not include a warranty. Warranty confirmation will be given at time of enquiry
- (7) ReFlex, BackBar, Pegasus, ActiveCore Freezers and ProSpec warranty increased from 2 year to 3 year for goods purchased after 22 May 2023 and only when warranty is registered online
- (8) ActiveCore Freezers warranty increased from 3 year to 5 year for goods purchased after 27 November 2023
- 2. Our liability under these Warranty Terms is dependent on an assessment by us to determine and validate the defect in workmanship or materials.
- 3. In the event that a warranty call out determines that we are not liable under these Warranty Terms you will be directly liable to the service agent for the cost of the callout. Payment must be made by you to the service agent before the service agent leaves the relevant premises. Cost and payment terms for any repair work that is not covered by these Warranty Terms must be agreed between you and the service agent.
- 4. We do not guarantee that any service to be performed under these Warranty Terms will be carried out within any particular timeframe.
- 5. SKOPE products are not designed for nor have the appropriate certifications, licences, or accreditations for use in personal, domestic or household applications. The Customer warrants that SKOPE products will not be used for such applications. To the extent permitted by law, SKOPE specifically does not warrant its products used in such applications and is not liable for any issues or costs arising from the placement or use of our products in non-commercial environments.
- 6.SKOPE provides 12 months replacement-only warranty for spare parts. SKOPE doesn't cover labour costs for a faulty or failed spare part.

# **General Exclusions**

- 5. To the maximum extent permitted by law, our liability under these Warranty Terms does not include:
  - 5.1. any cost, loss, liability (including special or consequential loss or loss of profits) or damage of any kind or expenses directly or indirectly arising from the use or inability to use the Goods or from any other cause;
  - 5.2. breakage of glass or plastic components or the replacement of fluorescent tubes, LED tubes, globes, door seals/gaskets or core probes;
  - 5.3. installation, or removal costs other than standard labour costs by our authorised agents during normal working hours;
  - 5.4. costs associated with removal of any stainless steel, benches, cabinets or any other equipment that is inhibiting or preventing direct access to the Goods to enable a warranty repair or replacement to be carried out;
  - 5.5. travelling time in excess of 100 kms, or  $1\frac{1}{2}$  hours by our service agent, whichever is the lesser; and
  - 5.6. service outside of normal business hours, excluding the SK models under a basic maintenance programme. This service is available if required, but an 'out of hours' surcharge will apply.
- 6. These Warranty Terms do not apply if:
  - 6.1. the Goods have been installed without an adequate power supply, or without levelling correctly, or with inadequate ventilation, or if the airflow within the cabinet has been adversely affected due to product blocking the air ducts;
  - 6.2. the remote installation does not follow our installation guidelines, or has insufficient unit capacity (compared to our specifications), or has inadequate pipework, or is not correctly commissioned;
  - 6.3. standard remote cabinets are warranted for manufacturer's faults related to the SKOPE supplied cabinet only for the period outlined for the relevant range. Unless otherwise specified, SKOPE does not warranty the installation of the cabinet or the performance of the cabinet arising from the specification and/or equipment or component selection by the installer or specifier;
  - 6.4. repairs or significant maintenance has been carried out by anyone other than an authorised SKOPE dealer or service agent, or if any repairs have been carried out without our prior authorisation;
  - 6.5. the defect has directly or indirectly resulted from a failure to maintain the Goods in the manner specified by us, or a failure to have preventative maintenance servicing done;
  - 6.6. any part of the Goods has been subject to misuse, neglect, alteration, incorrect installation, incorrect environment, accident or damage caused by vermin, transportation arranged by anyone other than us, use of abrasive chemicals or materials, flooding, fire or acts of God;
  - 6.7. all safety information in relation to the Goods has not been adhered to correctly or the Goods have not been placed and operated in accordance with the relevant specifications; or
  - ${\it 6.8. our badging, identification numbers, plates or marks have been altered or removed.}$
- 7. Except as set out in these Warranty Terms and to the fullest extent permitted by law, we shall not be liable for any direct or indirect cost, loss, liability or damage (including specia or consequential loss or loss of profits) of any kind arising out of or directly or indirectly related to any service agent, approved installer or recommended service provider carrying out any work in connection with these Warranty Terms or otherwise in relation to any Goods and you agree to pursue all claims for compensation directly against the agent,

provider or installer (as the case may be).

- 8. These Warranty terms do not extend:
  - 8.1. to Goods supplied under corporate accounts as determined from time to time by us;
  - 8.2. beyond repairing the SKOPE cabinet when the condensing unit is remote from the cabinet; or
  - 8.3. to Goods supplied to destinations other than New Zealand or Australia unless agreed in writing by us.

# **Specific Exclusions**

9. These Warranty Terms are subject to the following specific exclusions:

#### 9.1. SKOPE Cyclone™

The Warranty for SKOPE Cyclone™ products is conditional upon regular cleaning of the condenser coil as instructed in the relevant user manual. The condenser coil should be cleaned at least six monthly, depending on the site and environment, and in particularly dirty environments or where otherwise required you should clean the coil weekly. A dirty condenser can cause stress to the refrigeration system which can cause serious component failure.

#### 9.2. Irinox Warranty

The Warranty for SKOPE Irinox products is conditional upon a preventive maintenance program being carried out at least six monthly by a suitably qualified technician. In the event a fault occurs we may request supporting documentation to verify that servicing has been carried out in accordance with these Warranty Terms.

The Warranty for SKOPE Irinox products only applies where installation has been carried out by a SKOPE approved installer or pre-approved contractor. If a SKOPE Irinox product is installed by another third party a one year parts only warranty will apply.

#### 9.3. MISA Warranty

The Warranty for SKOPE MISA products only applies where installation has been carried out by a SKOPE approved installer or pre-approved contractor. If a SKOPE MISA product is installed by another third party a one year parts only warranty will apply.

#### 9.4. IceCyclone™

These Warranty Terms do not apply to the IceCyclone™ product range.

## 9.5. Software and applications (apps)

These Warranty Terms do not apply to any defect relating to or arising from any software or applications (apps) contained within, or used in connection with, any Goods.

#### 10. Contact us

10.1. To report a problem with your Goods, phone us (not your dealer) on: 0800 947 5673 (NZ), 1800 121 535 (Aus) or email: warranty@skope.com. Please ensure you have the serial number and model type from the inside top of your cabinet, the site address, contact name, phone number, purchase date and fault description available when you call our Customer Services team.

10.2. Warranty claims must be addressed as follows:

SKOPE Industries Limited

PO Box 1091

Christchurch 8041 New Zealand

FREEPHONE: 0800 947 5673 (NZ) or 1800 121 535 (Aus)

FAX: 03 983 3896 (NZ) or 1800121 533 (Aus)

Email: warranty@skope.com

### 11. Extended warranty programme

- 11.1. We also provide an extended warranty programme. All SKOPE cabinet warranties (excluding some custom cabinets and Irinox cabinets) are eligible to be extended for one year at the time of purchase or cabinet registration by purchasing a SKOPE Warranty Extension. Please advise your dealer at the time of purchase whether you require an extended warranty.
- 11.2. SKOPE Warranty Extension costs are published on our website www.skope.com and are subject to change at any time.

### 12. General terms

12.1. These Warranty Terms form part of the SKOPE Terms and Conditions of Sale. Except where the context otherwise requires, the provisions of the SKOPE Terms and Conditions of Sale apply to and are to be read in conjunction with these Warranty Terms, and terms defined in the SKOPE Terms and Conditions of Sale shall have the same meaning in these Warranty Terms.

# **Contact Us**

If you have any questions or comments regarding these Terms and Conditions please contact us.

**CONTACT US >** 

# **Customer Services**

### **AUSTRALIA**

Freephone: **1800 121 535**Email: **skope@skope.com** 

NEW ZEALAND

Freephone: **0800 947 5673**Email: **skope@skope.com** 

INTERNATIONAL

Phone: **+64 3 983 3800** Email: **skope@skope.com** 

# **SKOPE Head Office**

### **Street Address**

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PO Box

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