

Dux Hot Water Unit

Manufactured by Dux Manufacturing Limited (“Dux”)

Terms of Warranty and Replacement Guarantee

Effective for all Solar Storage Water Heaters manufactured and sold after 1 October 2005. Backed by 1 year full parts and labor warranty. (Conditions apply)
SUNPRO™ tank, 15BC,2BC,2LC, 2CB, 2CBI, 2AP collectors – 5 year warranty
Marathon tank, Gas Booster unit’s heat exchanger & 2SP collectors – 10 year warranty

THE SOLAR HOT WATER SYSTEM COMES WITH A COMPREHENSIVE 1 YEAR PARTS AND LABOUR WARRANTY AND A GUARANTEE TO REPLACE YOUR HOT WATER UNIT IF THE INNER CYLINDER FAILS AND YOUR SOLAR COLLECTOR IF IT FAILS WITHIN 5 YEARS.

The terms of the Warranty and replacement guarantee are set out below.

WARRANTY

1. Your solar hot water system and its components are covered by a 1 year warranty against defective factory parts or workmanship from the date your hot water unit or solar collector is installed. If the date of installation is unknown, the warranty commences 1 month after the date of manufacture (which can be found on the serial plate on the hot water unit and solar collector).
2. This warranty is for normal use of the solar hot water system and covers the repair and/or replacement of any failed component in the hot water unit and solar collector or where necessary, the hot water unit and solar collector itself. Under this warranty Dux will repair or replace the component or hot water unit or solar collector free of charge (except for certain transport or travelling time costs which may be payable by the owner under clause 9 below). The decision to repair or replace the component or hot water unit or solar collector will be entirely at the discretion of Dux.
3. The warranty only applies to defects in the hot water unit and solar collector which have arisen solely due to faulty materials or workmanship, including correct installation / system selection.

5 Year Replacement Guarantee.

4. If an inner cylinder or solar collector fails on a Dux hot water unit (other than a Dux “Marathon” model or Collector Model 2SP), within a further 4 years after the end of the 1 year warranty period, Dux will provide a free replacement hot water unit and/or solar collector at the nearest approved Dux agent or Dux office to the owners home. Under this replacement guarantee, the transport, installation and labour costs of delivering the replacement hot water unit or solar collector and removing and replacing the existing hot water unit or solar collector with the replacement hot water or solar collector unit will be the responsibility of the owner of the existing hot water unit.

Scope of Warranty and Guarantee

5. The warranty and replacement guarantee do not apply to any defects or damage not due to faulty factory parts or workmanship, installation / system selection, including but not limited to defects or damage caused by or resulting from:
 - a) Accidental damage, abuse, misuse, maltreatment, abnormal stress or strain, harsh or adverse water conditions, contamination or corrosion from particles in the water supply, excessive water pressure, over temperature or neglect of any kind to the hot water unit and solar collector or their components.
 - b) Alteration or repair of the hot water unit or solar collector other than by an approved Dux agent or a Technician of a gas or electricity utility approved by Dux.
 - c) Attachment of any parts or accessories other than those manufactured or approved by Dux.
 - d) Faulty or improper installation of the hot water unit or solar collector, including installation otherwise than in accordance with the instructions contained in the owner’s manual supplied by Dux.
 - e) Collector glass is not covered by this warranty.
 - f) Where cold water temperature and pressure relief valve, expansion valve, check valve and strainer is not fitted in areas where mains pressure is likely to exceed 1200 kPa.
 - g) Where a closed circuit is not filled with the correct concentration of ST-5 heat transfer fluid in accordance with instructions.
 - h) In case of overpressure of closed circuit system beyond the 300kPa maximum working pressure.
 - i) Where closed circuit has had water addition not in accordance with water quality specifications; and
 - j) Freeze damage to open circuit systems when installed in freeze prone areas.
6. The warranty only applies to the hot water unit and solar collector or components in the hot water unit and solar collector and does not cover any plumbing or associated parts, including but not limited to, pressure limiting valves, stop cocks, non return valves, electrical switches, pumps or fuses, supplied by any person installing the hot water unit or solar collector.
7. Where a hot water unit and solar collector or a component in a hot water unit or solar collector is replaced by Dux, the balance of any original warranty or replacement guarantee period will remain effective. The replacement part or hot water unit or solar collector does not carry any additional warranty or replacement guarantee.
8. Where the solar hot water system is located outside the metropolitan area of a capital city and is:-
 - a) more than 25 kilometres from a Dux office; or
 - b) more than 25 kilometres from a Dux agent

The owner will be responsible under the warranty, for paying the costs of transporting the hot water unit or solar collector or any component in the hot water unit or solar collector to and from an approved Dux agent or to a Dux office (including the costs of any insurance associated with that transport) or paying the travelling time of an approved Dux agent to and from the owner’s house premises.

9. Where the warranty applies but the hot water unit and solar collector is installed or located in a position that does not comply with the Dux installation instructions or any relevant statutory requirements, the owner of the solar hot water system will be responsible for the costs of:
 - a) the dismantling or removal of cupboards, doors, walls of special equipment and
 - b) any labour required.

To gain access to and to bring the system / unit to a position that complies with the installation instructions or relevant statutory requirements.

10. Dux’s obligations under this warranty and replacement guarantee are limited to repairing or replacing the hot water unit and solar collector or components. To the extent permitted by law, Dux will not be liable for any loss or damage to furniture, carpets, walls, foundations or any other consequential loss of any kind caused by a defect in the hot water unit and solar collector or any component.
11. Any claim under the warranty or replacement guarantee must include full details of the defect and/or damage to the hot water unit and solar collector or components in the hot water unit and solar collector. All claims must be made within one month of the detection of the defect.
12. In addition to this warranty and replacement guarantee, certain legislation (including the Trade Practices Act 1974 and consumer protection legislation of the States and Territories) gives the owner certain rights, which cannot be excluded, restricted or modified. Nothing in this warranty and replacement guarantee has the effect of excluding, restricting or modifying those rights.
13. In the case of a solar hot water system acquired for other than personal domestic or household use, Dux’s liability for a breach of a condition or warranty implied by Division 2 of Part V (other than Section 69) of the Trade Practices Act (1974) and any equivalent State or Territory legislation is expressly limited to any one or more of the following, as determined by Dux:
 - a) the replacement of the hot water unit and solar collector;
 - b) the repair of the hot water unit and solar collector;
 - c) the payment of the cost of replacing the hot water unit and solar collector or of acquiring an equivalent hot water unit and solar collector;
 - d) payment of the cost of having the hot water unit and solar collector repaired.