

For peace of mind, we offer the Fireguard® Warranty on all our products installed in New Zealand to remedy any manufacturing defects. If you need to claim against this warranty, please contact us and we'll guide you through the process.

The Fireguard® Warranty cover begins from the date of The Fireplace Limited invoice, or the installation date, if within three months of purchase, subject to a permit, consent, or certificate as proof.

All products must be installed, operated, and maintained as per the manufacturer's instructions and fires be serviced once every twelve months from the date of installation.

All warranty work must be pre-approved by The Fireplace Limited. The cost of replacement parts and labour charges covered by the Fireguard® Warranty are set out in Table 1 below. Consumable parts are not covered by the Fireguard® Warranty, these are listed in the exclusions section of this document.

Guarantees, conditions, rights or remedies of the consumer guarantees act 1993 or any other statutory rights you may have under consumer and/or other applicable laws are not intended to be limited by the Fireguard® Warranty.

The Fireguard® Warranty periods for domestic home use in New Zealand are below
 (Commercial terms are shown below Table 1)

Table 1

Fire Type & Manufacturer		Fire Box Warranty		Spare Parts Warranty	
		Part	Labour	Parts	Labour
WOOD	Stovax	2 Year	--	1 Year	--
	Jetmaster	2 Year	1 Year	1 Year	1 Year
	Stuv	2 Year	--	2 Year	--
	Hearthstone	2 Year	1 Year	1 Year	1 Year
	Nordpeis	2 Year	--	1 Year	--
GAS	Gazco	2 Year	--	1 Year	--
	Jetmaster	2 Year	1 Year	1 Year	1 Year
ELECTRIC	Gazco	2 Year	--	2 Year	2 Year
	Herschel - Indoor	--	--	5 Year	--
	Herschel - Outdoor	--	--	2 Year	--

Commercial use: If any product supplied by The Fireplace Limited is used for non-domestic use in New Zealand, (as defined by the Territorial Authority), the Fireguard® Warranty periods are:

- 1) One-year full Parts and Labour Warranty
- 2) Two-year Full Part Warranty on Fireboxes, excluding labour

The Commercial Fireguard® Warranty is subject to the fitting and use of any additional components specified in the Fire's installation instructions and/or specifications required for commercial use and operation.

The Fireguard® Warranty excludes:

- 1) Products that have not been installed as per the manufacturer's instructions and/or do not comply with all relevant local codes and standards.
- 2) Products which have no permit, consent or certificate as required by all relevant local codes and standards.
- 3) Any consequential faults directly attributed to an installation defect.
- 4) General wear and tear and consumable parts which include:
 - a) Gas products - glass, grate parts, baffles, thermocouples, oxy-pilots, ceramic fuel effects, internal linings, batteries, and rope seals.
 - b) Wood products - glass, firebricks, grate parts, log retainers, baffles, ash pans and rope seals.
 - c) Electric products - glass, screens, bulbs, LED boards, filters, and batteries.
- 5) Damage from the use of Incorrect fuels or over fuelling of the product such as:
 - a) Gas products
 - i) Wrong gas type e.g., Natural gas (Mains) or ULPG (Bottled).
 - ii) Incorrect gas supply pressure.
 - iii) Contaminated gas supply.
 - b) Wood products
 - i) Wet or green wood with more than 20% moisture content.
 - ii) Overloading with wood (logs should be laid in a single layer following the size and number of logs shown in the manufacturer's instructions).
 - iii) Damage resulting from operating the product for long periods of time with the air control fully open.
 - iv) Use of painted wood, treated wood, manufactured boards (plywood, chipboard, MDF etc.) driftwood or coal.
 - v) Any flammable rubbish including plastics, Styrofoam, magazines.
 - c) Electric products
 - i) Issues with power supply connections.
 - ii) Incorrect supply voltages and frequencies.
 - iii) Unstable power supplies (from generators and/or invertors).
- 6) Corrosion, blemishing, warping, or damage caused by exposure to corrosive elements including weather conditions and sea spray zones.
- 7) Damage caused by unauthorised modifications, use or repair.
- 8) Damage resulting from the product not being adequately maintained and serviced.
- 9) Smoke or products of combustion entering the building due to poor or inadequate, flue design, termination and/or installation and/or caused by inadequate room ventilation.
- 10) Call-out charges from a tradesperson for work which turns out not to be warranty work.

Warranty terms and conditions

- 1) **Non-authorised service or repair:** In the event of an Authorised Service Agent being unavailable to attend to a product within a reasonable time frame, a suitable person authorised by local regulations may be permitted to carry out the repair or replacement work. This work must be approved by The Fireplace Limited before the work begins and The Fireplace Limited will not accept any claim or charge arising from non-approved actions.
- 2) **Firebox replacement:** Within the periods shown in Table 1 where the firebox of the Fire has failed (become unsafe or unusable due to a product defect and not caused by any of the exclusions detailed in this document) The Fireplace Limited may supply a replacement firebox to the nearest Authorised Service Agent for delivery to the Product Owner. Labour costs involved in replacing the firebox shall be charged to the Product Owner when outside the covered period indicated in Table 1.
- 3) **Product Owners responsibilities:** If an Authorised Service Agent is called to attend a product fault which turns out not to be 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.
- 4) **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.
- 5) **Consumer protection:** The Fireguard® Warranty operates within the framework of the 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 use.
- 6) **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.

Please note overseas warranties/guarantees are not valid in New Zealand

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 Limited.