

**Maestro BAL® Ventilator Products****Class 1 to 10a Building Applications (non-cyclonic & BAL 12.5 to BAL40)****1. PRODUCTS SUBJECT TO THIS WARRANTY**

Maestro BAL® Ventilator products (**Products**) are supplied in the below configuration:

- A. Maestro BAL® – bush fire rated a powered roof ventilator with a low voltage electronic motor, specifically designed to meet the requirements of BAL 12.5 to BAL 40 when tested in accordance with AS3959-2018.

**2. WARRANTY COVERAGE:**

CSR Building Products Ltd, trading as CSR Bradford, warrants that the Products meet the applicable requirements of AS/NZS AS4740 (where stated) and AS3959-2018, will remain free from manufacturing defects for the following periods, from the date of purchase:

- a period of 5 years for the body of the Product including
- a period of 2 years for the Electronic Commutating Motor
- a period of 1 year for the Power Pack and Smartbox

This warranty is applicable to Products purchased for use in Class 1 and 10a buildings for roof ventilation in non-cyclonic BAL 12.5 to BAL 40 regions and also non-BAL regions.

**3. CONDITIONS OF WARRANTY:**

Subject to the following terms and conditions set out below:

- A. The electronic components in this product must remain dry and some parts of this assembly must be sealed against water entry to protect the product and building from damage – a fire rated sealant that matched the BAL rating must always be used.
- B. Replacement outside air must be provided via evenly distributed openings such as BAL-rated eave vents positioned to facilitate crossflow ventilation and help the powered ventilator to work more effectively and efficiently.
- C. Electrical connection requires 240VAC GPO for operation.
- D. The power supply and speed controller are for dry indoor use only. Ensure that the power supply and speed controller are not left on damp surfaces – fasten to the internal structure with screws or cable ties as required.
- E. Only use one powered ventilator per speed controller and power supply as supplied by Bradford Ventilation.
- F. This product has an unguarded fan assembly and should not be used in locations readily accessible to people or animals – the fan is intended for use facing an unoccupied space only.
- G. Use only the default fixed speed Maestro BAL® (identified by yellow sticker) to comply with NCC2019 Ventilation of Roof Spaces performance solution.

**4. EXCLUSIONS:**

**4.1.** This Product Warranty does not cover any Product defect or damage to the extent it is caused or contributed to by the following:

- (a)** the transport, storage, handling, installation and/or maintenance of the Product in an improper manner or in a manner other than as described in the installation instructions and/or PTS;
  - (b)** the incorrect specification/design, or incorrect selection for an application or the product is used outside its intended purpose as outlined in the literature supplied by CSR Bradford;
  - (c)** force majeure, such as floods, earthquakes, severe weather (including hail or storm-related debris), cyclones, fires, or including, but not limited to uncontrollable events not caused nor controlled by humans;
  - (d)** growth of mould or mildew, or any fungi, bacteria organism due to in-situ conditions;
  - (e)** the use of high pressure water cleaning, mechanical cleaning devices or chemical agents, or the impact of other foreign objects;
  - (f)** exposure to corrosive in-situ conditions, such as an alkaline or acidic environment, that does not provide adequate air quality to prevent deterioration of the Product;
  - (g)** use in a harsh environment without prior written approval from CSR Bradford, including, but not limited to livestock buildings, indoor aquatic centres and fertiliser storage facilities, or as outlined in the literature supplied by CSR Bradford;
  - (h)** manufacturing defects that appear outside the Product Warranty period after the date of purchase;
  - (i)** the occurrence of an electrical surge;
  - (j)** use in cyclonic regions & BAL FZ bush fire regions; and/or
  - (k)** colour fading.
- (l)** Defects resulting from restricted airflow resulting from failure to maintain the product in accordance with the installation guide.

**4.2.** This Product Warranty does not cover any Product defect or damage to products to the extent it is caused or contributed to by the following:

- (a)** installation within 500 metres of a saltwater body

**4.3.** No CSR Bradford representative, distributor or reseller is authorized to make any written or verbal change, advice or modification to this warranty.

**5. REMEDIES**

In the event of any failure of a CSR Bradford Product to perform in accordance with this warranty, CSR Bradford will, at its option, replace, refund or repair, or pay for the repair or replacement of the relevant products.

**6. STATUTORY RIGHTS**

The warranties above are provided in addition to other rights and remedies available in respect of the acquisition of products by a “consumer” (as defined in the Competition and Consumer Act 2010 (Cth)). The following statement is provided a buyer who is a “consumer” under the Australian Consumer Law:

*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 for 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.*

**7. LIMITATION OF LIABILITY**

Other than as expressly set out in the above, CSR Bradford excludes all other warranties and guarantees with regard to the Products, including all implied warranties and guarantees. In addition, to the extent that it is able to do so, CSR Bradford excludes all liability for loss and damage (including consequential loss) where the relevant product or service provided is a good or service other than of a kind ordinarily acquired for personal, domestic or household use or consumption.

**8. NOTIFICATION OF CLAIM**

Any claims under this warranty must be made by:

- i. providing written notice to email [sales@bradford.com.au](mailto:sales@bradford.com.au).
- ii. submitting within 45 days of discovery of the defect in the Product and prior to any removal or return of the Product, and before beginning any replacement, rectification or repair.
- iii. providing supporting documentation including proof of purchase, installation date, location of installation and a description of the claim, and such information as is necessary for CSR Bradford to investigate the claim. Photographs of the Product, showing the defect must accompany the claim. Product samples may also be requested.

All expense of claiming the warranty will be borne by the customer or consumer making the claim.