For Patio Heaters & Outdoor Flare



IMPORTANT. Please read the Owner's Manual and Warranty before using this product. The Warranty does not cover damage due to misuse or failure to follow the instructions.

OWNER'S WARRANTY

Masport®

THE MASPORT EXPRESS WARRANTY

PATIO HEATER & OUTDOOR FLARE

1. Warranty provider

1.1 The Express Warranty set out below is provided by Masport Limited, a New Zealand company located at 1-37 Mt Wellington Highway, Panmure 1060, Auckland, New Zealand. For any questions regarding this Express Warranty or to make a warranty claim call 0800 627 767 (New Zealand) or 1300 366 225 (Australia), or contact your local Masport Specialist retailer.

2. General warranty coverage

2.1 The New Zealand Consumer Guarantees Act 1993 ("New Zealand Consumer Act") and the Australian Competition and Consumer Act 2010 (including the Australian Consumer Law 2011) ("Australian Consumer Law"), as well as other laws in each of those jurisdictions, guarantee or imply certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of our products sold in New Zealand and Australia respectively.

2.2 For products sold in New Zealand, these conditions, warranties and undertakings cannot be modified or excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Act.

2.3 For products sold in Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a 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. What constitutes a major failure is set out in the Australian Consumer Law.

3. Express Warranty

3.1 Masport warrants to you that each Product will be free from material defects in workmanship or materials from the date the Product is originally purchased until the end of the warranty period set out in the table below for each Product ("Express Warranty").

Covering	Warranty Period
Patio Heater	2 years
Outdoor Flare	2 years

3.2 Despite the table above, where the Product is used for business, commercial, industrial, institutional, rental or other income-producing purposes, the warranty period for each Product is 3 months from the date the Product is originally purchased.

3.3 Masport will repair or replace (at Masport's sole option) any Product that does not comply with the Express Warranty. The repair or replacement by Masport may be performed by a Masport agent or Specialist Retailer. You will not be charged for any labour costs involved in the repair or replacement but must bear the cost of transporting or delivering the Product to and from the location of the Masport agent or Specialist Retailer where the warranty claim is made.

3.4 Masport warrants that repair facilities and spare parts will be made available for each Product only from the date the Product is originally purchased until the end of the applicable warranty period as set out in the table above or in clause 3.2, but for no longer period.

4. Exclusions from Express Warranty

4.1 No warranty is given under clause 3 where any defect, malfunction or failure is caused or contributed to by any of the following:

(a) warranty excludes batteries;
(b) modification, repairs or alteration of the Product carried out by persons other than authorised Masport service agents;
(c) acts or omissions by anyone other than Masport after the Product has left Masport's control;
(d) normal wear and tear;
(e) accidental damage, neglect, misuse;
(f) any event outside of Masport's reasonable control, including without limitation, adverse weather conditions;
(g) pre-delivery assembly of the Product by anyone except for Masport, Masport authorised service agents or any other person authorised by Masport.

5. Express Warranty in addition to consumer protection laws

5.1 Despite anything else in this warranty card, nothing in this warranty card will exclude, limit or modify any Consumer Protection Warranty or any liability of Masport imposed by applicable law if to do so would be unlawful or make any part of this warranty card void or voidable.

5.2 The Express Warranty is in addition to any Consumer Protection Warranty that may apply, for example, under the New Zealand Consumer Act or the Australian Consumer Law, or under the laws of the place where the Product was purchased. To the extent permitted by applicable law, Masport's liability under any Consumer Protection Warranty will be limited (at Masport's sole option) to Masport repairing or replacing the relevant Product or paying for such repair or replacement.

6 No other warranties or liability

6.1 Subject to Clause 5, Masport excludes all express or implied warranties, guarantees, conditions or terms in relation to the Product. All statements, technical information and recommendations about the Product are believed to be reliable, but do not constitute a guarantee or warranty. No statements, representations or recommendations other than those contained in the official technical information published by Masport, will bind Masport, unless made in writing signed by an authorised representative of Masport.

6.2 Subject to Clause 5, in no event will Masport be liable (whether in contract, tort, negligence or in any other way) for:

(a) loss of profits or savings, loss of goodwill or opportunity, loss of production or wasted time; or
(b) loss, damage, cost or expense of any kind whatsoever which is indirect, consequential, or of a special nature, arising directly or indirectly from the Product, even if Masport had been advised of the possibility of such damages.

6.3 Subject to Clause 5, in no event will Masport's total liability under any claim of whatever nature arising directly or indirectly from the Product exceed the price you paid for the Product.

6.4 This warranty card embodies the entire agreement between you and Masport in relation to the subject matter of this warranty card and supersedes all prior understandings, communications and representations between you and Masport, whether oral or written. No amendment to this warranty card will be effective unless in writing and signed by an authorised representative of Masport. You may not assign or transfer the Express Warranty without the prior written consent of Masport. This warranty card will be governed by the law of New Zealand and Australia, and will be subject to the non-exclusive jurisdiction of the New Zealand and Australian courts.

7. How to obtain service for a faulty Product

7.1 You must return the Product to the place of purchase or any Masport Specialist retailer, along with reasonable evidence of the date the Product was purchased, for example, an original receipt.

7.2 Masport or its agent will assess the claim and if accepted, will repair or replace the Product in accordance with the normal practices of the relevant Masport service agent.

7.3 All claims under the Express Warranty must be made within the relevant warranty period.

8. Definitions

In this warranty card:

8.1 "**Consumer Protection Warranty**" means any warranty, guarantee, term, condition, right or remedy implied or imposed by applicable law;

8.2 "**Express Warranty**" means the warranty in Clause 3.1;

8.3 "**Masport**" means Masport Limited, a New Zealand company located at 1-37 Mt Wellington Highway, Panmure 1060, Auckland, New Zealand with an Australian office located at 1/40 Abbotts Road, Dandenong South, Victoria 3175, Australia;

8.4 "**Product**" means the Masport product accompanying this warranty card;

8.5 "**You**" means the original purchaser of the Product.

Revised May 2015
558993.E.0

Thank you for purchasing your Masport product. We know that you'll enjoy it!
To register your product warranty, simply visit our website: www.masport.com.

Failure to register your product warranty will not affect your rights under any Consumer Protection Warranty, however registration may help Masport deal with any warranty claim more efficiently.