



COMMERCIAL

Apricus Australia
Commercial Hot Water Warranty

Apricus Australia Commercial Hot Water
by Apricus Australia Pty Ltd (ACN 111 285 271) ("Apricus Australia")
Terms and Conditions of Warranty

The terms and conditions of the Warranty are set out below.

1. For all warranty issues please call Apricus Australia on 1300 277 428 or email warranty@apricus.com.au.
2. Provide Full Contact Details: name, address, contact numbers, original installation date and serial number of tank if applicable.
3. Within 12 months from install - Apricus shall organise for parts to be inspected/tested and shall advise for replacement.
4. Over 12 months from install – Customer/Agent must engage with licensed plumber for repair. Apricus will replace component as per our warranty policy only.
5. Any additional expenses incurred during the 12 month warranty period under this warranty policy will be borne by you.

Table 1 – Warranty Periods for Commercial Components

Component	Warranty Period (Parts Only)	Warranty Period (Parts & Labour)	Reference Clause
PTR Valve	1 year	1 year	
Tank Thermostat and Element	1 year	1 year	
Apricus Glass-Lined Gas Storage Tank with 40mm ports	10 years on cylinder	1 year	25 xx, 28 l
Apricus Heavy Duty Electric Glass Lined Tank (does not include element and thermostat)	7 years on cylinder	1 year	22, 23, 28 xx, 28 xlvi, 28 l
Apricus Heavy Duty Electric Stainless Steel Tank (does not include element and thermostat)	10 years on cylinder	5 years	22, 23, 26, 28 l
Gas Heater used within the Gas Manifold Pack or Fusion Pack (26L/min and 32L/min)	3 years 5 years on Heat Exchanger	1 year	22, 24, 28 l
Gas Manifold Pack (Compound, Composite, Composition series) Frame and pipework	1 year	1 year	
Gas Fusion Pack (Basic, Standard, Plus series) Frame and pipework	1 year	1 year	
Bosch add-ons including flue kits and vent caps, controllers	1 year	1 year	
Rinnai Gas Booster	3 years 5 years on Heat Exchanger	3 years	
Grundfos Pumps (UPS, ALPHA and CM series)	2 years	1 year	
Controller and sensor leads	1 year	1 year	
Solar Manifold, Evacuated Tubes & Heat Pipes	15 years	1 year	27, 28 xxi – 28 l
Solar Manifold	15 years	3 years	27, 28 xxi – 28 l
Mounting Frame	15 years	2 year	27, 28 xxi – 28 l
Titanium Heat Exchanger	5 years	1 year	28 l
Expansion Tank	3 years	1 year	28 x
Apricus Tempermate TMV's, Ball Valves, Strainer, Fittings and Pipes within	5 years	-	25
Apricus Tempermate Cabinet and Frame	1 year	-	
Apricus Tempermate Solenoid valve	1 year	-	
Apricus Tempermate UV Chamber	2 years	-	
Apricus Tempermate UV Power Supply and Lamp	1 year	-	28 xi

General Conditions

1. This Warranty is for Apricus Australia commercial hot water components as per Table 1 only, used in commercial applications.
2. To the extent that a claim falls under the 'Parts Only' Warranty Period, the Warranty covers the repair and/or replacement of such failed component in commercial use free of charge. However, the transport, installation and labour costs of repairing the component or delivering the replacement component and removing and replacing the existing component will be the responsibility of the Customer of the existing component.
3. To the extent that a claim falls under the 'Parts and Labour' Warranty Period, the Warranty covers the repair and/or replacement of such failed component in commercial use and any associated labour costs free of charge.
4. The decision to repair or replace the component that is the subject of the Warranty will be entirely at the discretion of Apricus Australia.
5. Where an Apricus component, as per Table 1, in commercial use, thereto is repaired or replaced by Apricus Australia, the balance of any original Warranty Period will remain effective. The repaired or replaced part does not carry any additional warranty period.
6. Apricus Australia reserves the right to alter the design, components or construction to its Apricus Australia Commercial hot water system or custom design. Such alterations shall not constitute a defect in design or construction under this Warranty.
7. Any claim under this Warranty must include full details of the defect and/or damage to the Apricus Australia Commercial hot water system or component(s) in commercial use. All claims must be made within one (1) month of the detection of the defect.
8. Dated proof of purchase is required prior to commencement of any work under this Warranty.
9. Apricus Australia does not warrant any work conducted by the installer of the Apricus Australia Commercial hot water system or component(s) in commercial use.
10. This Warranty only applies to the Apricus Australia commercial hot water system and its components, or component(s) in commercial use and does not cover any plumbing or electrical associated parts, including but not limited to any parts supplied by any person installing the Apricus Australia Commercial hot water system or component(s) in commercial use.
11. To the extent permitted by law, Apricus Australia shall not be liable under this Warranty for any consequential loss or damage or any incidental expenses resulting from any breach of this warranty, including but not limited to, claims for damage to buildings, roofs, ceilings, walls, foundations, gardens, personal belonging or household effects, fixtures and fittings, or any other consequential loss, damage or inconvenience, either directly or indirectly due to leakage from the Apricus Australia commercial hot water system or component(s) in commercial use or any other matter related to the system or its operation.
12. The benefits conferred by this Warranty are in addition to all other rights and remedies in respect of the Apricus Australia Commercial hot water system or component(s) in commercial use, which the purchaser has under the Competition and Consumer Act 2010 and consumer protection legislation of the States and Territories. Nothing in this Warranty has the effect of excluding, restricting or modifying those rights.
13. Goods presented for repair may be replaced by refurbished goods of same type rather than being repaired. Refurbished parts may be used to repair/replace the goods.
14. This Warranty is effective for all Apricus Australia Commercial hot water system or component(s) in commercial use manufactured and installed after 1 September 2015.
15. If the Customer has not paid in full for the Apricus Australia Commercial hot water system or component(s) in commercial use then this Warranty does not apply.
16. The Apricus Australia commercial hot water system and its components or component(s) in commercial use are covered by a warranty against defective factory parts or workmanship from the date the Apricus Australia commercial hot water system or component(s) in commercial use is installed for the relevant period for such component as outlined in Table 1 – Warranty Periods. If the date of installation is unknown, the Warranty commences one (1) month after the date of manufacture.
17. 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 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.

18. AS/NZS2712 - The Australian Standard for solar collectors. Testing to meet this includes resistance to glass breakage and impact resistance under certain conditions including hail, stagnation conditions, protection against water ingress and structural strength. 'Apricus Australia has obtained AS/NZS 2712:2002 certification through Global Mark. The certification number is 100633.'

Installation

19. Upon installation of the Apricus component(s) in commercial use, the licensed plumber who installed the component(s) as a part of a commercial hot water system must complete a customer installation record form; containing the customer's contact details, product installation date, product serial numbers, licensed plumber contact details, summary of system format and contact phone number(s) of the merchant and/or group. A copy of the completed form should be left with the customer, a copy kept on permanent file by the installing plumber and a copy sent to Apricus Australia.
20. The Apricus component(s) must be installed in accordance with Apricus Australia's installation instructions, and all relevant local, state and national statutory requirements, including but not limited to, AS3500.4 & 5, AS5601, AS3000 and AS2712.
21. Installation must be completed by registered plumbers, gas fitters and electricians that are licensed in the State or Territory in which the installation is completed.

Water Heaters

22. For solar hot water systems, it is a legal requirement that water be heated on a regular basis to kill Legionella bacteria that can lead to Legionnaires disease. The frequency this temperature must be reached varies, and is explained below:
 - Bottom element electric boosted system - Once per week to 60°C
 - Mid element electric boosted system - Once per day to 60°C
 - Gas boosted systems Minimum 70°C each time water is used
23. The electrical system components must be installed and connected to a 240V power supply or three phase 415V power supply, where applicable, by a qualified electrician in accordance with AS3000.
24. Gas manifold pack or Fusion pack water heaters with a thermostat setting of less than 75°C have the specified warranty period for parts only as per Table 1, however if set to greater than 75°C have 1 year for parts only.
25. Maintenance of valves used within Tempermate systems must be carried out as required by the manufacturer and local regulations.
26. For the range of Heavy Duty Electric Stainless Steel tanks, the warranty is as follows:
 - i. For the period up to and including the 5th year after the date of original purchase, the repair or replacement of defective components, or at the discretion of the manufacturer, a replacement unit or parts including cost of labour to repair unit, will be covered
 - ii. For the 6th year after the date of original purchase, the same warranty will apply except that the owner will be charged 30% of such repair work and or cost of replacement parts
 - iii. For the 7th year after the date of original purchase, the same warranty will apply except that the owner will be charged 40% of such repair work and or cost of replacement parts
 - iv. For the 8th year after the date of original purchase, the same warranty will apply except that the owner will be charged 60% of such repair work and or cost of replacement parts.
 - v. For the 9th year after the date of original purchase, the same warranty will apply except that the owner will be charged 80% of such repair work and or cost of replacement parts
 - vi. For the 10th year after the date of original purchase, the same warranty will apply except that the owner will be charged 90% of such repair work and or cost of replacement parts
 - vii. Tube clip warranty period is 10 years for parts only and 2 years for parts and labour
 - viii. Tube rubber cap warranty period is 10 years for parts only and 2 years for parts and labour

Note that the above conditions with regards to labour apply within State Capital city metropolitan areas, as determined by the tank manufacturer. Outside these areas, the unit or parts are to be returned unless otherwise arranged to the tank manufacturer or to a service agent nominated by the tank manufacturer. All freight and insurance charges (both ways) are the responsibility of the owner.

Solar Components

27. For solar components the warranty periods are conditional upon the type of component and perceived issue of that component.

Product Warranty Exclusions

28. This Warranty does not apply to any defects or damage that are not due to faulty factory parts or workmanship including, but not limited to, defects or damage caused by or resulting from:

Transport and Installation

- ix. Transport, rough handling
- x. improper storage
- xi. normal wear and tear and reasonable abrasion
- xii. incorrect or improper installation and maintenance of the Apricus Australia commercial hot water system or component(s) in commercial use, including but not limited to, installation and maintenance otherwise than in accordance with the instructions specific to the component(s) in commercial use and/or contained in the owner's manual supplied by Apricus Australia and/or standard industry practises.
- xiii. incorrect system selection;
- xiv. the Apricus Australia Commercial hot water system or component(s) in commercial use being relocated from its original point of installation; and

Repair or Modification

- xv. unauthorised alteration or repair of the Apricus Australia Commercial hot water system or component(s) in commercial use, other than by a licensed plumber or by an approved Apricus Australia agent.
- xvi. unauthorised modification or attachment of any parts or accessories that are incompatible or non-industry standard components other than those manufactured or approved by Apricus Australia;
- xvii. serial tags/stickers on any of the components being removed or defaced;
- xviii. low voltage
- xix. switching the ultraviolet lamp on and off more than four times in a 24 hour period

Environmental and External Factors

- xx. accidental or intentional damage, acts of God, storm damage, vandalism, failure due to misuse or abuse of the product for purposes other than the intended application, or neglect of any kind;
- xxi. damage to power cable or wires, lightning strikes, dirty power supply or power surges and the power supply to the Apricus Australia Commercial hot water system or component(s) in commercial use being cut;
- xxii. attacks by any creatures/animals including but not limited to birds, rodents and/or insects;
- xxiii. ingress of dirt or dust
- xxiv. the solar collector being left dry (no liquid circulation) and exposed to daily sunlight (i.e. not covered) for a period exceeding 14 consecutive days;

- xxv. freezing in regions with minimum temperatures below -15°C (in accordance with AS/NZS 2712:2007 freeze level 1);
- xxvi. corrosive environmental conditions beyond normal outdoor limits that exceed the reasonable performance of the specified materials of the component(s) in commercial use
- xxvii. Corrosion, erosion, scaling or product affected by oxides or chemicals;
- xxviii. failure due to tank corrosion where the magnesium anode has been degraded to less than 20% of the original installed weight, where the original installed weight is 2kg, to a maximum of 7 years from the date of installation of the tank.

Solar Components

- xxix. Damage to the manifold casing during or after installation;
- xxx. Piping connected to the inlet/outlet is "hung" off the collector, not properly supported causing rubber seal to be pulled out of shape;
- xxxi. Gradual colour fade
- xxxii. Leakage from any connection to header inlet or outlet;
- xxxiii. Defects resulting from exposure of the manifold header pipe to pressure exceeding 0.8Mpa/8bar/116psi;
- xxxiv. Defects resulting from exposure to flow rates exceeding 15 L/min or 4gpm;
- xxxv. Defects resulting from the freezing of the liquid contained in the manifold header pipe;
- xxxvi. Leakage of the manifold header pipe as a clear result of metallic corrosion and not structural braze failure;
- xxxvii. Poor heat transfer, excessive pressure drop, or blockage of header as a result of scale formation;
- xxxviii. Installation of more than five end port manifolds in series without flexible connections to allow unrestricted longitudinal expansion and contraction of the header pipe(s);
- xxxix. Piping connection on the inlet/outlet of the collector that restricts longitudinal expansion and contraction of the header pipe(s).
 - xl. Brass fitting has been over torqued, indicated by deformation marks on corners of the HEX of the nut, crossed thread or other clear evidence of incorrect use;
 - xli. Spanner/wrench with teeth (rather than flats) has been used to tighten the fitting;
 - xl.ii. Non Apricus supplied nipple has been used with the flared nut;
 - xl.iii. Piping connected to the inlet/outlet is "hung" off the collector, not properly supported;
 - xl.iv. Copper flare has been deformed from original manufacturer shape.
 - xl.v. Heat pipes are not installed correctly full depth into header ports, indicated by deformation of the tube top plate;
 - xl.vi. Heat pipes are not running straight up and down the top side of the evacuated tube due to excessive rotation of the evacuated tube during installation;
 - xl.vii. Collector mounting frame is installed in twisted (not squared or even) position putting stress on evacuated tubes;
 - xl.viii. Heat pipes are installed outside of the required 20-80deg installation angle;
 - xl.ix. Heat pipes have been bent or damaged causing rupture to the copper pipe.
 - I. Failure due to any modification to the mounting frame components;
 - li. Failure when not installed in accordance with Apricus installation guidelines;
 - lii. Failure of non-Apricus fastening components or the structure to which mounting frame is attached.
 - liii. Failure due to wind loading when the mounting frame installation has not been installed in line with special installation guidelines and local structural codes for high wind regions.
 - xl.iv. Failure due to excessive snow loading.

- iv. Corrosion of the metal due to exposure to environmental conditions that exceed the limits of the frame materials.

Water Pressure and Quality Thresholds

- lvi. excessive water pressure above 800kPa when no ECV installed or 680kPa when ECV is installed and ECV setting is no more than 725kPa, negative pressure (partial vacuum), excessive temperature, water hammer
- lvii. Sludge, sediment and/or foreign particles accumulating as a result of connection to a water supply from filtered or treated sources such as; deionized water, spring water, untreated bore water or any water source non-suitable for human consumption
- lviii. contamination and corrosion from particles in the water supply, with the water stored in the cylinder exceeding at any time the following levels:

Total hardness	<= 200 mg/litre or ppm
Total dissolved solids	<= 600 mg/litre or ppm
Electrical conductivity	<= 850 μ S/cm
Chloride	<= 250 mg/litre or ppm
Magnesium	<= 10 mg/litre or ppm
Sodium	<= 150 mg/litre or ppm
pH	Min 6.5 to Max 8.5