

Heat Pump Warranty

Effective 1st October 2026

1. Background

- (a) Emerald Energy Pty Ltd (ACN 632 172 368) (**'Emerald', 'we' or 'us'**) supplies various goods. We aim to provide our valued customers with long-term protection against product failures.
- (b) 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.
- (c) This warranty is in addition to any rights you may have under the Australian Consumer Law and in no way limits, varies or excludes any express or implied rights and remedies.
- (d) If this warranty is inconsistent with any rights you have under the Australian Consumer Law, the Australian Consumer Law will prevail.

2. Goods

The goods subject to this warranty are the Emerald heat pumps range.

3. Types of warranties

3.1 Residential

- (a) For the purpose of this Heat Pump Warranty policy, 'residential' means any goods purchased and installed at a residential premises for personal and private use.
- (b) In addition to your consumer guarantees, we offer 2 types of warranties for residential goods as follows:
 - (i) **Standard Warranty against Defects:** this warranty applies automatically;
 - (ii) **Registered Warranty against Defects:** you will receive the registered warranty when you register your good(s) at <https://www.emerald.com.au/warranty/>. You must register your good(s) within 3 months from the installation date to be eligible for the Registered Warranty.

3.2 Commercial

- (a) For the purpose of this Heat Pump Warranty policy, 'commercial' means any goods purchased and installed at a commercial premises (eg office building or retail space).
- (b) In addition to your consumer guarantees, we offer a standard warranty against defects for commercial goods. This warranty applies automatically.

4. Warranty Periods

- (a) For the purpose of this Heat Pump Warranty policy, the term:
 - (i) 'ancillary components' means, to the extent supplied by us, the tempering valve, temperature pressure relief valve, pressure limiting valve, isolation valve, non-return valve, general purpose outlet and 3-pin plug and any other fitting supplied as part of an easy-fit kit or install accessory;

- (ii) 'goods' comprises the 'tank', the 'ancillary components' and the 'system';
 - (iii) 'labour' means labour provided, arranged or authorised by us to inspect, remove, repair, replace or reinstall goods covered by this warranty, but does not include the original installation workmanship of an independent retailer or installer;
 - (iv) 'system' means all other hardware (excluding the tank and ancillary components) of the heat pump; and
 - (v) 'tank' means the physical tank of the heat pump.
- (b) All warranties for the goods ('**Goods Warranty Period**') commence on the date of installation and continue for the duration specified in relation to the relevant goods as set out in the table below. The Goods Warranty Period comprises:
- (i) warranty period for the 'tank' component;
 - (ii) warranty period for all other components of the 'system'; and
 - (iii) warranty period for the 'ancillary components'.
- (c) The warranty for labour ('**Labour Warranty Period**') commences on the date of installation and continues for the duration specified in relation to the relevant goods set out in the table below.

	Warranty Type		
	Residential		Commercial
All-In-One Select Range (NSW, SA, ACT, WA, NT, TAS, QLD installed units)	Standard	Registered	Standard
Tank	5 years	6 years	5 years
System	5 years	5 years	5 years
Ancillary Components	1 year	1 year	1 year
Labour	2 years	2 years	2 years

	Residential		Commercial
	Standard	Registered	Standard
All-In-One Pro Range			
Tank	7 years	8 years	5 years
System	5 years	5 years	5 years
Ancillary Components	1 year	1 year	1 year
Labour	5 years	5 years	2 years

Split System Range	Standard
Tank	5 years
System	5 years
Ancillary Components	1 year
Labour	2 years

Warranty coverage only for All-In-One Select Heat Pumps installed in Victoria from 01 September 2025			
	Residential		Commercial
All-In-One Select Range (VIC installed units)	Standard	Registered	Standard
Tank	5 years	6 years	5 years
System	5 years	5 years	5 years
Ancillary Components	1 year	1 year	1 year
Labour	5 years	5 years	2 years
Warranty coverage only for Split System Heat Pumps installed in Victoria from 01 September 2025 – residential only			
Split System Range	Standard		
Tank	5 years		
System	5 years		
Ancillary Components	1 year		
Labour	5 years		

- (d) For Eligible Scheme Goods, the warranty periods shown in the tables in clause 4(c) continue to apply. However, if any such warranty period is shorter than the corresponding warranty period set out below, the warranty period set out in the table below applies to Eligible Scheme Goods:

	Warranty period for Eligible Scheme Goods
Tank	5 years

System	5 years
Ancillary Components	5 years
Labour	5 years

- (i) 'Eligible Scheme Goods' means goods where a hot water rebate has been received under Solar Victoria's Solar Homes Program for goods installed from 1 July 2023.
- (ii) This warranty is only available for Eligible Scheme Goods. Without limiting clause 8, to claim this warranty you must provide evidence of:
 - a. purchase of your Eligible Scheme Goods; and
 - b. receipt of the rebate from Solar Victoria,
- (iii) Despite any other provision of this warranty, if your goods are described in clause 4(d)(i), you will not be required to pay upfront or incur any expense associated with a successful warranty claim, including for parts or materials, labour, inspections or tests, freight, transport, insurance or customs clearance, removal, installation or reinstallation, or disposal.

5. Goods Warranty

- (a) Subject to the Australian Consumer Law and clauses 7 and 9, during the Goods Warranty Period:
 - (i) we will repair or replace (at our reasonable discretion) any defective parts of goods or defective goods directly purchased from us or one of our authorised re-sellers if the goods or part of goods experience a minor failure;
 - (ii) you are entitled to a replacement or refund if the goods experience a major failure;
 - (iii) you are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality (as reasonably determined by us) and the failure does not amount to a major failure; and
 - (iv) you are entitled to compensation for any other reasonably foreseeable loss or damage.
- (b) If you or Emerald elect to replace the defective goods, we will replace the goods with the same type of goods or a comparable or close equivalent, taking into account features, quality, specifications and availability of the goods.
- (c) If Emerald is unable to repair or replace the defective goods, we will provide you with a credit note for the value of the price paid for the goods, unless we are required to provide a refund under the Australian Consumer Law.
- (d) If it is reasonably determined that you are not entitled to a repair, replacement or refund under the consumer guarantees under the Australian Consumer Law (eg failure of the goods was caused by you or a third party), then any repair or replacement of the good(s) provided by us will be at your own cost. This includes cost of any replacement good(s), repair costs and costs of installers.

6. Labour Warranty

Subject to the Australian Consumer Law and clauses 7 and 9, during the Labour Warranty Period, if we are required to replace or repair any defective goods, we will arrange (at our cost) the installation of the replacement good or the repair of the defective good (as the case may be) within a reasonable time. For the avoidance of doubt, we will

not reimburse you for any costs incurred in relation to this labour warranty unless you have obtained our prior written approval of such costs before it is incurred.

7. Conditions for claiming under this warranty

To be eligible to receive a remedy under this warranty, the following conditions must be met:

- (a) the goods must have been installed correctly in accordance with the installation instructions, by an appropriately licensed tradesperson;
- (b) the goods must be handled, installed, operated and maintained in accordance with our instructions and, if applicable, the manufacturer's instructions, in normal environmental conditions;
- (c) you must provide us or our agent, at our request, with easy access to the goods and any fixtures used to operate them;
- (d) you must be the original purchaser of the goods from us or from a reseller authorised by us;
- (e) you must provide proof of purchase of the goods (eg an invoice);
- (f) this warranty applies only to goods and components supplied by us and does not apply to any component supplied by another person, including any ancillary components;
- (g) you must follow the claim procedure outlined in clause 8 below; and
- (h) the goods must not have been subject to accident, neglect, abuse, abnormal use or stress (such as operating the goods in environments in excess of recommended temperatures, excessive switching cycles and operating hours), misuse, acts of God, improper installation or storage, fire, vandalism or civil disturbances.

8. Claims procedure

Follow the following steps to make a claim under this warranty:

- (a) contact the Emerald customer support team on 02 9466 6000 during business hours or at support@emerald.com.au;
- (b) provide proof of purchase of the goods or your Warranty Registration ID (if you have registered your goods);
- (c) provide any servicing documentation;
- (d) provide complete details about the issues you are experiencing with the goods including any photos if relevant;
- (e) unless clause 4(d)(iii) applies, you will bear any expense incurred in making a claim unless we approve that expense in writing before it is incurred; and
- (f) to claim reimbursement of an expense approved by us, send the relevant receipt or tax invoice to support@emerald.com.au within 30 days after incurring the expense.

9. Limitations of warranty

- (a) To the extent permitted by law, this warranty does not cover the following:
 - (i) costs associated with return freight, transportation or delivery of the goods, unless authorised by us at our reasonable discretion;
 - (ii) service call fees for the defective goods outside the Labour Warranty Period;
 - (iii) service call fees where it is reasonably determined that the goods are not defective;

- (iv) costs associated with the installation and dismantling of the defective goods, or re-installation of the repaired or replaced goods outside the Labour Warranty Period;
 - (v) reasonable additional travel, accommodation, transport, insurance and delivery costs incurred because the goods are installed at a location remote from our nearest authorised service provider, provided we notify you of those costs before attendance, except where clause 4(d)(iii) applies;
 - (vi) costs of obtaining safe and ready access to the goods, including dismantling or removing cupboards, doors or walls, or providing special access, lifting or safety equipment, except where clause 4(d)(iii) applies;
 - (vii) any damage to, or loss of, goods that occurs during transportation, installation, dismantling or re-installation of the goods;
 - (viii) theft or vandalism of the goods;
 - (ix) any physical damage to the goods that is not caused by us;
 - (x) any failure, damage, deterioration or service issue, to the extent caused, or contributed to, by:
 - a. water chemistry, impurities, hardness, sediment, sludge, water pressure, pressure pulsation or other water supply conditions outside the limits specified in the installation instructions;
 - b. faulty, unsuitable or interrupted plumbing, water, electrical or communications services, or any wiring, pipework, control, network or other equipment not supplied by us;
 - c. operating the goods without being completely filled with water, connecting the goods to an energy source not specified on the rating label, or disabling or interrupting any required freeze-protection system;
 - d. connecting, installing or using any third-party control, solar diverter, accessory or other equipment that is not approved by us;
 - e. drilling, screwing into, penetrating or otherwise altering the casing or structure of the goods;
 - f. exposure to corrosive, salt-laden, industrial, geothermal, ultraviolet or other environmental conditions outside the conditions specified in the installation instructions;
 - (xi) damage to goods caused by misuse or negligence, whether accidental or intentional, including damage caused by failure to routinely maintain the goods;
 - (xii) if the anode has not been inspected in regular maintenance and replaced as required;
 - (xiii) fair wear and tear, including but not limited to, rusting, corrosion or mould and repairs or modifications to the goods carried out by repair agents that are not authorised by us;
 - (xiv) if you have asked for repairs by Emerald or its agents which are against the advice of Emerald or its agents; or
 - (xv) a claim under this warranty if the defect arises after the expiration of the Goods Warranty Period or Labour Warranty Period.
- (b) To the extent permitted by law, Emerald will not be liable or responsible for any:
- (i) incidental, consequential, or punitive damages, including but not limited to loss of use, loss of profits, loss of production and loss of revenues, in any possible way, connected or associated with the Emerald goods or the installation of the Emerald goods; or
 - (ii) loss or damage where it was not at fault, or where the loss or damage was not foreseeable on the date you purchased the goods or on the date the goods were installed.
- (c) To the extent permitted by law:
- (i) where any tank, component of the system or ancillary component is repaired or replaced under this warranty, the repair or replacement does not restart or extend the applicable Goods Warranty Period or Labour Warranty Period, which continues only for the balance of the original applicable period. This does not exclude, restrict or modify any consumer guarantee or other right or remedy under the Australian Consumer Law that applies to the repaired or replacement goods or component; and
 - (ii) this warranty only applies to original and genuine goods in their original installed location and any genuine Emerald replacement parts.



For any questions about Emerald's goods or this warranty, please contact us on 02 9466 6000 or at support@emerald.com.au

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