

# Black Diamond AquaCore Warranty

**This warranty applies to Black Diamond AquaCore Hot Water Heat Pump products sold by Black Diamond Technologies Limited (hereafter referred to as BDT) in New Zealand.**

## Warranty Conditions:

The Black Diamond AquaCore Hot Water Heat Pump is warranted by BDT against defects in materials and workmanship as follows:

## Warranty Term

5 Year Parts and Labour

Warranty commences from the date the system is purchased and is applicable to the original purchaser. The installer must have completed the BDT Hot Water Heat Pump Training Course. Equipment defects covered by this warranty will be repaired or replaced at the discretion of BDT without cost to the owner for parts or direct repair labour. A BDT authorised repair company shall carry out the repair or replacement during normal business hours.

Any Black Diamond AquaCore parts or equipment replaced under the warranty will be warranted in accordance with the provisions of this warranty for the remainder of the original warranty period or 12 months from the completion of the repair, whichever is the greater.

Except where inconsistent with the owner's statutory rights and the rights given by this warranty, all other warranties and all liability of Black Diamond Technologies Limited for any loss or damage direct and consequential is expressly excluded.

## Special Exclusions:

1. Any product sourced by an individual or distributor other than BDT, is not covered under this warranty.
2. Any labour costs inflated by difficult access to either the indoor or the outdoor unit, and any extra costs due to difficult access to equipment which includes but is not limited to overtime rates for after hours access. Any costs or additional labour associated with gaining acceptable service access to equipment installed in restricted or unsafe locations. Includes crane, lift platform, Hiab costs where access necessitates the use of this equipment, unless by prior arrangement with BDT.
3. All equipment components, including both indoor and outdoor units, installed in corrosive or potentially corrosive environments (including but not limited to; coastal, geothermal, industrial or chemically contaminated environments, or where insufficiently filtered outside air is introduced indoors) must be assessed along with microclimatic factors and provided with corrosion protection appropriate to the environment prior to installation. Failure of indoor or outdoor components (and/or subsequent resultant damage or faults) due to corrosion or rust is not a manufacturing defect where corrosion protection has not been correctly specified, applied, or maintained. Black Diamond Technologies Limited does not control site conditions, aftermarket protection methods, or ongoing maintenance practices and therefore cannot accept warranty claims for corrosion-related damage, even where additional protection has been applied.
4. Equipment that has been re-installed at a location other than the original location.
5. Freight charges (including insurance) or travelling costs for repairs performed outside the area normally serviced by BDT or an authorised repair company (maximum of 100km round trip).
6. Equipment installed in a transportable or mobile application (e.g. caravan, truck, trailer or marine application).
7. This warranty excludes damage, problems or unsatisfactory performance caused to the equipment by:
  - a. faulty or incorrect electrical wiring, incorrect power supply, voltage fluctuations, over voltage transient spikes or electromagnetic interference not originating within the equipment.
  - b. the use of an accessory, component or equipment not supplied by BDT.
  - c. incorrect or poor installation or application.
  - d. flood, fire, storm, vandalism, misuse, negligence, acts of God, war, earthquake, vermin or foreign matter (dirt, moisture) entering the equipment, or any outside agency.
  - e. operation at conditions outside the operating conditions specified in the Black Diamond AquaCore technical or sales data applicable to that equipment.
8. Areas where heat exchangers are contaminated by hard water (calcium deposits and other minerals), the replacement of the heat exchanger is not covered by the warranty.

*Continued overleaf.*

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9. Water leaks or damages caused by the incorrect installation of the system.
10. Leaks or water damages caused by components not supplied from BDT with AquaCore products.
11. Damages to the Black Diamond AquaCore products caused by excess water pressure above 10 bar. Systems must be protected by a pressure release system such as the tanks cold water expansion and TPR valves, or open vented in the case of low pressure systems. The valves should be checked regularly as per the manufacturers instructions.
12. Operation of the system when not connected to a water supply.
13. Pressure damage caused by running the system with isolation valves turned off.
14. Any cost associated with loss in performance or efficiency less than expectation at time of sale.
15. Incorrectly sized or installed condensate pumps (sold by BDT).
16. Remedial work (including system replacement) where systems have been incorrectly sized or installed.
17. Equipment decommissioned for home renovation or other temporary shutdown purposes must be conducted by an industry qualified and competent service person and must be reinstalled and commissioned by an industry qualified and competent service person appropriately.
18. Issues arising from outdoor units installed close to neighbouring boundaries or other noise sensitive locations.

## BDT-Applied Corrosion Protection

Where additional corrosion protection is supplied and professionally applied by Black Diamond Technologies Limited (BDT) as part of BDT's approved Nyalic corrosion protection service, corrosion-related damage to the protected components will be covered under warranty, subject to normal warranty terms and ongoing maintenance requirements.

Where corrosion protection is applied by third parties, or where alternative products or application methods are used, Black Diamond Technologies Limited does not have control over the protection type, surface preparation, application quality, or maintenance practices. In these cases, corrosion-related damage cannot be covered under warranty, even if additional protection has been applied.

## Owner's Responsibility:

The owner is responsible for the correct operation and regular maintenance of the equipment listed on this warranty card. The correction of any non-product fault or problem is not covered by the warranty. Responsibilities include, but are not limited exclusively to:

1. Operation and maintenance of the equipment in accordance with the operating and service instructions.
2. Regular servicing as per the service and maintenance schedule laid out in the service manual.
3. Ensuring any condensate and pressure relief drains are kept clean.
4. Ensuring the air inlet and outlet on the outdoor unit is kept clear of any obstructions (dirt, leaves, plants).
5. The application of additional corrosive protection if the product is installed in a corrosive environment (e.g. sea air, industrial environment, geothermal sulphur contamination). This must be applied before installation of the unit.
6. If any adverse effects occur in the system (e.g. air in the system) due to water supply being turned off for maintenance work either in the street or in the owner premises, the owner must follow the guide in the installation/operation manual or contact their installer for instruction.

## Owner's Statutory Rights:

In respect to any goods supplied by BDT under the contract which are not of a kind ordinarily acquired for personal domestic or household use or consumption, unless the owner establishes the following limitation of liability would not be fair or reasonable, the liability of BDT for any defect of design, materials or workmanship will be limited to any of the following as determined by BDT:

1. Replacing the equipment or supplying the equivalent equipment of equal or similar condition and quality.
2. Repairing the equipment.
3. Paying the cost of replacing the equipment or acquiring equivalent equipment.
4. Paying the cost of having the equipment repaired.



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