

Winterhalter Australia only

Service Call Policy 2020/2021



Introduction

All Customers who seek to place a 'Service Call' or 'Warranty Service Call' with the Winterhalter Service Department are required to meet the following requirements outlined in this Service Call Policy.

Where a Customer does not comply with this Service Call Policy, Winterhalter may be unable to schedule a 'Service Call' or 'Warranty Service Call' for the Customer. Where a Customer has not complied with this Service Call Policy, the Winterhalter Service Department Manager has ultimate discretion whether or not to proceed with the requested 'Service Call' or 'Warranty Service Call', and in exercising this discretion will consider the individual circumstances of that Customer. The Winterhalter Service Department Manager will typically only waive these requirements in exceptional circumstances.

In particular, where a Customer is seeking to rely upon a Warranty, but has not complied with the Warranty Terms and Conditions contained in this Service Call Policy, the Warranty may be void and the requested repairs or servicing undertaken by Winterhalter may be at the Customer's expense.

This Service Call Policy should be read carefully and in conjunction with Winterhalter's General Terms and Conditions of Purchase and Privacy Statement (refer to www.winterhalter.com.au).

Assistance and Support

All Customers who require assistance and / or advice in regard to placing a 'Service Call' or 'Warranty Service Call' with the Winterhalter Service Department should contact the Winterhalter Service Department via the following:

Email: service@winterhalter.com.au

Phone: 02 9645 3221

Our Service Coordinators are in-office between the hours of 9.00am to 5.00pm Monday to Friday, excluding Public Holidays. In the event assistance is required outside these hours, please email service@winterhalter.com.au and an on-duty Technician will assist. After hour charges will apply to any and all Service Calls placed outside standard business hours / days.

Glossary

In this Service Call Policy, unless the context otherwise requires:

Daily Maintenance means the required daily equipment maintenance prescribed by the manuals and other materials provided to the Customer by Winterhalter;

Equipment means the dishwashers, glasswashers, ancillary equipment and accessories supplied by Winterhalter;

Winterhalter means Winterhalter Australia Pty Limited;

Pre-Deposit Policy means the pre-deposit policy set out within this Service Call Policy that applies exclusively to Prepaid Customers and requires these Customers to pay a deposit in advance of a Service Call or Warranty Service Call;

Prepaid Customers means a Customer that pays for goods and services in advance, as opposed to on 30-day credit terms with Winterhalter;

Service Call means an onsite visit by an approved Winterhalter representative to service or repair a Winterhalter Equipment;

Service Call Policy means this service call policy;

Warranty means the warranty provided by Winterhalter in connection with its Equipment, parts or workmanship supplied to the Customer;

Warranty Terms & Conditions mean the Warranty Terms & Conditions contained at pages 8 to 10 of this Service Call Policy; and

Warranty Service Call means a Service Call covered by a Warranty the Customer has in relation to Equipment, parts or workmanship.

Feedback

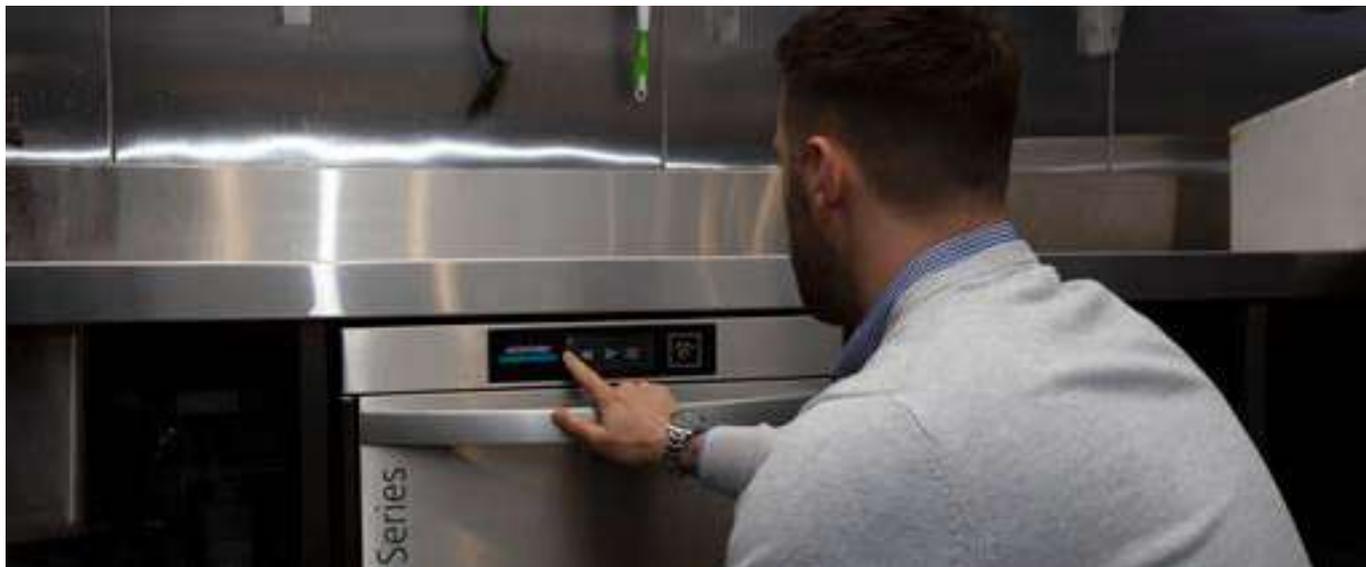
Customers who wish to provide feedback about the Winterhalter Service Department are welcomed to contact the Winterhalter Service Department Manager via service@winterhalter.com.au

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All information in this Service Call Policy is correct and current as of November 2020. Winterhalter reserves the right to amend or change any part of this Policy without prior notice.





Standard information required to place a Service Call / Warranty Service Call

In order to log a Service Call / Warranty Service Call with the Winterhalter Service Department, the Customer must provide Winterhalter with the following information. Winterhalter can refuse to place a Service Call / Warranty Service Call if the below information is not provided in full:

- i. The Customers' full business name (to be invoiced) – i.e. the name of the café / restaurant / company *
- ii. The Customers' full address – i.e. the address of the café / restaurant / company (site) *
- iii. The relevant site contact(s) and their best contact number(s) and email address **
- iv. An email address for the Customers' Accounts Department / Accounts Manager **
- v. All relevant machine details – make, model, serial number ***
- vi. Proof of machine purchase
- vii. Credit Card number and expiry – VISA or MasterCard (Prepaid accounts only) (please see next page)
- viii. A brief description of the issue with the machine(s)
- ix. Proof of extended Warranty, if applicable

It is the responsibility of the Customer to ensure that all information provided to Winterhalter is correct. Please note that all personal information supplied in connection with the Service Call / Warranty Service Call request will be collected, held, stored and disclosed in accordance with Winterhalter's Privacy Statement.

* In the event that Winterhalter attends the incorrect location due to misinformation provided by the Customer, full charges for time of attendance will be applicable regardless of Warranty status.

** Customers should ensure that an appropriate email address is provided so Winterhalter can maintain contact concerning Service requests and invoicing post-service.

*** Customers must be able to identify the Model and Serial Number of their unit so that Winterhalter can identify their unit, its Warranty status and monitor and maintain a history of services for that particular unit.

A Service Call / Warranty Service Call will not be placed until all the above information is gathered OR exceptional circumstances have been identified to waive the requirements (only where approval by the Service Department Manager is given).

Pre-Deposit Policy for all Prepaid Customers placing a Service Call / Warranty Service Call

This Pre-Deposit Policy is only applicable to Prepaid Customers. Please disregard this Pre-Deposit Policy if your business formally holds a 30-Day Account with Winterhalter (officially approved by our Accounts Department).

It is a strict requirement that the Pre-Deposit Policy is abided by all Prepaid Customers wishing to place a Service Call / Warranty Service Call.

Warranty Service Calls

- i. In order to place a Warranty Service Call, a Pre-Deposit of \$291.50 incl. GST (Service Call + 1 hour of Labour) is required to be settled prior to a Service Call time and date being confirmed.
- ii. The appropriate form of settlement is payment via VISA or Mastercard transaction only.
- iii. The purpose of the Pre-Deposit is to act as a 'security bond' in the event that the Warranty Terms & Conditions have been breached. For example, if it is determined by the attending technician that the reported issue is due to incorrect installation by a non-Winterhalter technician, misuse, mishandling, lack of daily maintenance, incorrect chemical usage, issue external to the unit (e.g. plumbing / electrical issue) etc., the Service will be deemed fully chargeable and the Pre-Deposit will not be refunded.
- iv. In the event that the service is deemed not covered by Warranty: The Pre-Deposit will settle the Service Call-Out and the first hour of ordinary Labour. All additional labour and spare parts, if any, will be settled post-service utilising the same card provided for the Pre-Deposit.
- v. In the event that the attending technician deems the issue / cause to be covered by the Warranty Terms & Conditions, the Pre-Deposit will be fully refunded post-service. Please allow up to 48-72 hours for the refund to show in your bank account.
- vi. Winterhalter reserves the right to refuse to honour a request for a Warranty Service Call unless the Pre-Deposit of \$291.50 incl. GST is fully settled.

Non-Warranty Service Calls

- i. In order to place a standard Service Call, a Pre-Deposit of \$291.50 incl. GST (Service Call + 1 hour of Labour) is required to be settled prior to a Service Call time and date being confirmed.
- ii. The appropriate form of settlement is payment via VISA or Mastercard transaction only.
- iii. The Pre-Deposit will settle the Service Call-Out and first hour of ordinary Labour. All additional labour and spare parts, if any, will be settled post-service utilising the same card provided for the Pre-Deposit.
- iv. Winterhalter reserves the right to refuse to honour a request for a Non-Warranty Service Call unless the Pre-Deposit of \$291.50 incl. GST is fully settled.

Payment of Services / Account Information

Payment by Customers under a Prepaid Account status

Any charges that are beyond that which the Pre-Deposit covers (Service Call + 1 hour of Labour) will be settled post-service by Winterhalter, who will utilise the same credit card provided for the Pre-Deposit settlement.

If you have any concerns about additional possible charges to your card, you should contact the Service Department prior to a service call been attended.

In the event that your card(s) decline any further transaction by Winterhalter (e.g. for additional labour or spare parts), your account will be left on 'STOP' and no further service requests will be honoured until those additional charge(s) are recovered.

We will provide you with an Invoice and a copy of all approved receipt(s) to your nominated email.

Payment by Customers under a 30-Day Account status

Customers who hold a formal 30-Day Account with Winterhalter will receive an Invoice post-service for all relevant charge(s). The minimum charge by Winterhalter is \$291.50 incl. GST (which includes the Service Call fee and 1 hour of Labour).

Please settle the Invoice within 30 days by sending an EFTPOS remittance to accounts@winterhalter.com.au.

Customers that fail to provide payment within 30 Days of the Invoice date, will be left on 'STOP' and no further service requests will be honoured until those additional charge(s) are recovered.

If a Customer would like a purchase order referenced on the Invoice, they must ensure to advise the Service Coordinator at the time of request of the relevant purchase order number. If the site contact fails to provide a purchase order number, it should not be assumed that it is the responsibility of Winterhalter to contact another person(s) to obtain the same.

Attn: Prepaid Customers

If you would like to apply for a 30-Day Account: Please write to our Accounts Department via accounts@winterhalter.com.au requesting an Accounts Application Form.

Until the Application is formally approved (if entitled), the Customer will remain under a Prepaid Account.

Only Customers that spend a minimum of \$5,000 per month with Winterhalter and meet other financial requirements will be entitled to a 30-Day Account.

Please allow up to one week for your Application to be approved.

Warranty Status – General Information in regard to Service Calls / Warranty Service Calls

The Winterhalter Machine Warranty Period is as follows below *

- 1. Winterhalter branded units:** 24 months from date of purchase
- 2. Classeq branded units:** 12 months from the date of purchase
- 3. Winterhalter & Classeq spare parts:** 3 months from the date of purchase

(*To the maximum extent permitted by law, the above Warranties shall replace all other representations or warranties (statutory, express or implied) and all such representations and warranties (except any which may not be lawfully excluded) However, nothing in this Service Call Policy excludes, restricts or modifies, or is intended to exclude, restrict or modify any guarantee, condition, warranty, right or liability implied by law which cannot lawfully be excluded, restricted or modified).

Customer Responsibilities:

1. Customers who request a Service Call / repair outside of the Warranty Period should be aware that any service(s), regardless of nature, will be fully chargeable.
2. Customers who request a Service Call / repair within the Warranty Period should be aware that the service is subject to Winterhalter's Warranty Terms and Conditions and, in the event that the Warranty Terms have been breached, the service will be fully chargeable.
3. Customers should take all care to perform Daily Maintenance of their unit as outlined in the Operating Manuals to ensure the Warranty Terms and Conditions are not breached.
4. Customers should take care to operate the unit in an appropriate manner that avoids mishandling or misuse to ensure the Warranty Terms and Conditions are not breached.
5. Customers should take care to ensure that all work performed on their unit(s) is performed by Winterhalter approved technicians to ensure the Warranty Terms and Conditions are not breached.
6. Customers should take care to use appropriate Winterhalter branded chemicals in their Winterhalter unit to ensure the Warranty Terms and Conditions are not breached.
7. Customers should take care to ensure no external factors outside the unit, such as plumbing or electrical issues, can cause damage / issue to the unit, to ensure the Warranty Terms and Conditions are not breached.

The above list should not be assumed to be a complete list.

Warranty Terms & Conditions

1. All equipment supplied by Winterhalter is covered under a Winterhalter or manufacturer's Warranty for the period specified by the manufacturer or as listed on the Winterhalter web site.
2. In the event of Warranty claims, Winterhalter will repair or replace defective parts and workmanship subject to the conditions below.
3. **Warranty Repairs:** All warranty repairs are performed by Winterhalter or contractors employed by Winterhalter. Warranty work will only be carried out during the hours of 08:00am to 04:00pm Monday to Friday. Any work carried out before or after the warranty hours will be charged accordingly.

4. **Proof of Warranty:** It is the Customer's responsibility to provide proof of warranty, i.e. place and date of purchase, model and serial number and date of installation, otherwise delays in repair may be encountered.

5. **Delivery:** It is the Customer or Dealers responsibility to deliver equipment supplied for Repair. Winterhalter will not accept any associated freight or insurance cost, risk or liability for storage, handling and transport of Customers Equipment outside of Winterhalter premises.

6. **Returns:** Winterhalter will bear the responsibility of returning the Equipment to the Customer or dealer using a Winterhalter nominated courier.

7. **No fault found:** In the event that no fault is found with the Equipment, or that "Faults" are attributed to incorrectly installed equipment by a contractor other than Winterhalter nominated persons then a minimum service fee of \$291.50 incl. GST and freight cost may be charged.

8. **Disclaimers:** The following circumstances are not covered by Warranty:

a. Component failure due to the following conditions

- Water quality above 3rd German Hardness (54ppm).
- Chlorides (Cl-) above > 50 mg/l (50 ppm).
- Chlorine above > 0,2 mg/l for all osmosis machines/
- On site hot water incoming feed temperature above 55° C.
- On site water pressure under 200Kpa or above 500Kpa.
- On site ducting not within Winterhalter & Classeq's specification.
- Contamination of the incoming water supply with foreign matter.

b. Water, waste and transport obstructions

- Integral drain pumps blocked with foreign matter.
- Any blockages what so ever within the drains and waste pipe work of the building.
- Foreign matter within the main wash jets or final rinse nozzles leading to poor washing results.
- Blocked pressure cups or float switches within the wash tank caused by grease and dirt contamination due to poor cleaning.
- Rack or flight transport machine drive motors jammed with cutlery items or other. materials caused by negligence in loading by the operators.
- Water must be of drinking water quality.

c. Site related issues

- Problems associated with inconsistent electrical phasing or loading from the customer's distribution board or at the localised isolator.
- Service calls as a result of an incorrect installation, diagnosis or adjustment by a chemical supplier.
- Service calls to chemical dosing pumps mounted externally to the machine that have been supplied and fitted by third party suppliers, and which has prompted a call out for poor results.

- Service calls for poor wash results found to be caused by chemical dispensing pumps or the supply of chemicals that have been fitted by third party suppliers.
- Where non-genuine Winterhalter or Classeq parts or components have been fitted to the equipment.
- Extra time on Service calls where a machine has been installed in such a way as to hinder or block normal access to the machine and its components.

d. Operator misuse or abuse

- Where there is visible evidence of misuse or abuse to the equipment e.g. twisted or damaged doors, broken or damaged knobs or switches, cuts to sensor touch keypads, operating the machine incorrectly or incorrect re-assembly of the machine after cleaning, wash jets and nozzles missing on the internal washing and rinsing system resulting in poor results, or where the fault has been caused by poor cleaning procedures.

e. Re-calibration issues

- Service Calls to make adjustments to detergent and rinse aid dosing levels.
- Service calls to re-adjust machine sets that have been interfered with or adjusted by a third party or from chemical suppliers.

f. Other

- Calls that are aborted without prior notice or after being agreed to, where we are unable to obtain access to the machine or where we are unable to gain access to site.
- Winterhalter will not reimburse the customer, for calls made directly to an authorised or non-authorised service agent.
- A travel charge will apply to all sites greater than 50kms from CBD areas (capital cities). Travel charges will be levied 15 minute increments.
- Damage or failure of components caused by not properly servicing the equipment at regular intervals.
- Where we find the machine in working order with no history of faults.
- Where the machine has been installed by a non-authorised or trained installation technician and has not been commissioned by Winterhalter technician or one of our authorised service partner technicians.
- Where failure is caused by consumables not complying with manufactures recommendations or acceptable industry standards.
- Equipment has had identification marks and numbers altered or removed.
- Normal maintenance and service adjustments as part of the equipment operating instruction (regular service and maintenance) have not been carried out during the Warranty period.

g. Components excluded

- Replacement detergent & rinse aid tubes.
- Replacement of curtains on Rack & Flight conveyer machines.
- Expired filters

9. Equipment that is not found to be within Warranty will be treated as a "Non-Warranty Repair"

10. **Assignment:** Assignment of warranty is automatically granted to the Customer on Purchase of Equipment from either Winterhalter or a Dealer. The commencement of the Warranty period is subject to Winterhalter's suppliers' conditions.

11. **Liability:** Winterhalter shall not be under any liability to the Customer for any delay in supply, loss or damage of the Equipment. Consequential liability is limited to the cost or replacement of the equipment only.

Non-Warranty Repairs / Out of Warranty Repairs

1. Equipment may be returned to Winterhalter for Non-Warranty Repairs subject to the following Terms and Conditions.

2. **Delivery:** It is the Customer's or Dealer's responsibility to deliver and pick up Equipment Supplied for Non-Warranty Repair. Winterhalter will not accept any associated freight or insurance cost, risk or liability for the storage, handling and transport of Customers Equipment outside of Winterhalter premises, unless special arrangements have been made.

3. **Warranty:** Only workmanship and material supplied in servicing the Equipment are covered for a period of 90 Days. Warranty for consumables are not covered but are subject to the discretion of Winterhalter.

4. **Liability:** Winterhalter is not liable for any delay in supply, loss or damage including consequential loss, to equipment repaired.

Schedule of current Service Call rates and charges

Service Call: Where service is to be performed: 8.00am to 4.00pm Monday to Friday	\$140.00 + GST
Labour Hourly Rate: Where service is to be performed: 8.00am to 4.00pm Monday to Friday	\$125.00 + GST per hour
Minimum Call-Out: Where service is to be performed: 8.00am to 4.00pm Monday to Friday	\$291.50 incl. GST which includes a Service Call-out and first hour of ordinary Labour
After Hours Service Call: Where service is to be performed outside 8.00am to 4.00pm Monday to Friday, or on the weekend or a Public Holiday	\$550.00 + GST which includes the first hour of afterhours Labour
Afterhours Labour Hourly Rate: Where service is to be performed outside 8.00am to 4.00pm Monday to Friday, or on the weekend or a Public Holiday	\$220.00 + GST per hour
Spare Part replacements: Prices vary. Please enquire with your attending technician or the Service Department	
Preventative Maintenance Services: Prices vary. Please seek a Quote from your attending technician or the Service Department Supervisor.	Prices start from \$350.00 + GST for the first unit, dependent upon model type and brand

Winterhalter reserves the right to amend / change any of the above pricing without prior notice.

Above rates are inclusive of travel within 50kms of CBD for each capital city.

Mileage: Outside Metro area – based on distance and travel time. An estimated cost will be provided before we attend.

Preventative Maintenance Services – General information

Preventative Maintenance Services are maintenance / upkeep services that are performed every 3 months to 6 months to ensure optimal wash and operation results from units. They are an **optional service** and as such, are **fully chargeable regardless of Warranty status**.

Those Customers who are interested in signing up for the Winterhalter Preventative Maintenance Schedule of Services, should contact the Winterhalter Service Department Supervisor via service@winterhalter.com.au.

The following benefits can be enjoyed:

- 35% discount on spare parts for all services, including general service requests.
- 15% discount on chemical purchases (detergent, rinse aids).
- Warranty on replacement parts of 90 Days.
- Regular maintenance of your unit to ensure efficient unit operation and quality results.
- The flexibility to choose quarterly or biannually servicing (every 3 or 6 months).

