



Back Up Plan is provided by Your Retailer, which has entered into a separate indemnity and administration agreement with The Warranty Group Australasia Pty Ltd ABN 37 005 004 446 (the "Administrator") and their group's insurance company, Virginia Surety Company, Inc ARBN 080 339 957 both of level 2, 693 Burke Road, Camberwell, VIC 3124. BUP-TC (01/18)



Thank You for purchasing a Back Up Plan, You can now enjoy Your product with the certainty that it is covered for a specific period of time and the convenience of having the repair or replacement process managed for You should Your product break down.

What this brochure contains:

- What this Back Up Plan offers
- The process to make a claim under this Back Up Plan
- What is the difference between this Plan and Your rights and remedies under the Australian Consumer Law



BACK UP PLAN

We appreciate that You may want the certainty of knowing that if products You buy are faulty they are covered for a specific time period.

When You purchase the Back Up Plan, You are obtaining certainty as to the period of coverage and the remedy You will receive and the convenience of having the repair and/or the replacement process managed for You by the Back Up Plan Administrator under the Plan.

There are 2 types of Back Up Plans covering mechanical or electrical failure: **Replacement Cover** Plans and **Repair Cover** Plans. Replacement Cover Plans are only available for certain products costing \$1,000 or less, provide a one-off **replacement** of Your purchase and cover commences 12 months after the date of purchase, or upon expiry of the original Manufacturer's Warranty, whichever occurs later. Repair Cover Plans are available on most products, provide a **repair** of Your purchase and cover commences upon expiry of the original Manufacturer's Warranty. The product may also be replaced in some circumstances (see Replacement Terms).

This Back Up Plan is not an insurance policy, nor are We insurers. The plan is a warranty and service product supplied by Us in respect of products We sell.

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Please ensure that You keep Your original purchase receipt and/or Tax Invoice to describe and validate Your purchase of both Your Product and this Back Up Plan. These documents constitute proof of the purchase of this Back Up Plan. In the event of a claim these documents may need to be produced.

A separate Back Up Plan must be purchased for each product. If You have purchased more than one product on the same purchase receipt, then this Back Up Plan will only cover the product specifically described on the purchase receipt and/or Tax Invoice as being covered by a Back Up Plan with a separate itemisation of its cost.

The Back Up Plan code/s listed on Your Tax Invoice supplied by the retail store will specify the term of Your cover. The Back Up Plan cover commences at the expiration of the original Manufacturer's Warranty for Your Product. Please refer to paragraph 'Period of Cover' below for further information.



AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (“ACL”). You are entitled to a replacement or 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.

The ACL protects consumers by automatically giving them basic, guaranteed rights for goods they purchase (“Consumer Guarantees”) at no charge. For example, the ACL requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known and comply with any description given or any demonstration model used.

In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonably foreseeable loss or damage suffered by consumers as a result of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods (at the supplier’s choice). Whether a specific failure breaches a Consumer Guarantee and a consumer is entitled to a remedy under the ACL will depend on the circumstances.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, given factors including the cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the Manufacturer’s warranty for the goods or this Back Up Plan. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

Consumers with a claim for breach of a Consumer Guarantee should contact the supplier of the goods at first instance. If You are unable to reach resolution with the supplier as to the remedy, You should seek independent advice and/or contact the ACCC or Your state/territory fair trading body.

WHAT IS COVERED UNDER THIS PLAN

You will be entitled to the benefits set out below that are not available under the ACL, subject to the terms of Your Plan:

- Certainty as to the exact period of cover
- Convenience of having experienced operational and technical staff to manage the repair and/or replacement process
- Specified days for repair time guarantee
- Availability of a loan product
- Toll Free technical assistance

Later in this brochure We provide a table which explains the difference between this Plan and Your rights and remedies under the ACL.

In the event of Your Product suffering a Mechanical or Electrical Failure, We will pay for parts, labour and service call out fees as per the original manufacturer's service limitations required for Your Product to be repaired to normal working order, subject to the terms and conditions of this Back Up Plan. This Back Up Plan applies in addition to any existing warranty included in the Original Purchase Price for Your Product or insurance applicable. However, the cover will not apply to the extent Your Product is otherwise covered and able to be claimed under a Manufacturer's Warranty applicable to Your product (see the Period of Cover section for further details).

The maximum amount payable by Us under this Back Up Plan will be the Original Purchase Price of Your Product (inclusive of GST) per claim.

Refurbished parts may be used to repair goods. All parts used (whether new or refurbished) will have a minimum guarantee period regardless of how much cover is remaining on Your product at the time of the repair.

In the case of Your Product being covered by a replacement plan, We will always replace with a new product rather than repair.



FOOD SPOILAGE

If Your Product is a fridge or freezer We will reimburse You for food spoiled as a result of a mechanical or electrical defect with a benefit up to \$200 (including GST).



LAUNDRY COSTS

If Your Product is a clothes washer or clothes dryer, we will reimburse You up to \$200 (including GST) for laundry costs You incur as a result of a mechanical or electrical defect which renders Your Product inoperable for a period of greater than seven (7) working days (excluding the time You take to manage Your obligations during the claim process), commencing from the time We have been notified by You of Your Product failure. Receipts for laundry costs must be submitted to support Your claim.



COVER FOR TRAVELLERS

If Your Product is of a portable nature (camera, notebook or tablet) it is covered worldwide, while You are travelling and whilst the product is in Your possession. However, You may be required to locate a suitable and convenient repairer if outside Australia or New Zealand. You may be required to pay for repairs while outside Australia or New Zealand, and seek reimbursement. Whilst overseas please note the following address for contact: rescuecrew.au@thewarrantygroup.com.



TOLL FREE – TECHNICAL ASSISTANCE

We will provide You with advice on technical problems in relation to Your Product during normal business hours (Monday to Friday 9am – 5pm AEST). You can access this benefit by phoning Our Toll Free number in Australia 1800 008 104.

For computers/notebooks/laptops and printers, the technical support is limited to advice in relation to technical problems with hardware (the computer/notebook/laptop or printer itself) and the software supplied with Your Product when purchased or installed prior to purchase by the manufacturer. Manufacturer installed software includes, but is not limited to:

- Anti Virus software
- Operating System (eg Windows or Mac OS)
- Manufacturer hardware related software

We will outsource the advice service to suitably qualified technicians according to product type. The advice You receive will be based on the latest technical knowledge available at the time, but will not include the engagement of other parties to carry out work or conduct further testing.

FAIR WEAR AND TEAR

You may claim for a Mechanical or Electrical Failure to Your covered product that is a result of normal use. Fair Wear and Tear covers items such as buttons and switches on electrical devices which have failed as a result of normal use.



TRANSFERABILITY

This Back Up Plan can be transferred to a new owner at the sale of Your Product providing written advice from You is forwarded to Business Services within seven (7) days of the transfer of ownership of Your Product. Please call Our Business Services Hotline 1800 559 966, Monday to Friday 8am to 6pm AEST, for further details.



LOAN PRODUCT

If Your Product is not working and is the subject of a valid claim under this Back Up Plan, We will make available to You upon request, a loan product for use during the repair period, if the repair is likely to take longer than ten (10) working days from the date upon which the repairer receives Your Product. The loan product may not necessarily be the same size, brand or have the same specifications as Your Product. You must maintain the loan product in good condition and You will be responsible for any damage to the loan product.



We will deliver the loan product to You free of charge if delivery is to an address within a 25km radius of Your original store of purchase. For deliveries outside of a 25km radius, You will need to make arrangements to collect the loan product. Please contact Us if You wish to utilise a loan product.

ENTERTAINMENT BENEFIT

If Your Product is a TV with a purchase price greater than \$1,000 and the repair takes longer than ten (10) days from the time of assessment, We will provide You with four (4) movie vouchers upon request, provided You do not utilise the Loan Product option under this contract.





FREIGHT/DELIVERY

If You live within 25km of one of Our designated approved repairers and the Product is less than 7kg in weight (e.g. TV's smaller than 32") You will need to take Your Product to that repairer and pick up the replacement or repaired item at Your own cost. If You are unable to do this please contact one of Our Rescue Agents on 1800 062 782 (0800 454 082 in NZ).

If You live further than 25km from the designated approved repairer or Your Product is greater than 7kg in weight (eg: 32" TVs and above) We will, at Our cost, arrange for the transport of Your Product to and from one of Our designated approved repairers. If You live in an area which is not reasonably accessible from a capital city or regional city, You must provide Us with any assistance reasonably requested by Us to facilitate such transport.



REPAIR PERIOD GUARANTEE

In the event Your Product is not working, is the subject of a valid claim and to be repaired under this Back Up Plan, We aim to have the repair completed within the minimum time practicable. If Your repair takes longer than 30 days, We will replace Your Product in accordance with the replacement conditions detailed under the section headed Replacement Terms. The 30 Day Repair Guarantee commences from:

- the date upon which the repairer receives Your Product; and ends on:
- the date upon which the repairer sends to You or makes available Your Product, having completed repairs.
- any period where You are unavailable for product pickup or delivery will not form part of the 30 Day Repair Guarantee.

This guarantee will only apply to:

- A. repairs completed in Australia; and
- B. repairs when We are not able to provide You with a loan product for use during the repair period.

REPLACEMENT TERMS



If You have a Repair Cover plan, at Our sole discretion, We may replace Your Product with a new product as determined by Us when Your Product is not economically repairable or repair costs exceed the Original Purchase Price of Your Product, regardless of the original Manufacturer's policy on replacement. If Your Product is covered by a Replacement Cover Plan under this Back Up Plan, We will always replace with a new product rather than repair subject to a satisfactory inspection to confirm that the fault is covered by this Back Up Plan. For products costing less than \$500 this assessment will be carried out on the phone and in-store. For products costing over \$500 the assessment will be carried out by the Administrator's authorised repair agent.

The replacement product shall be equivalent in specifications of Your original product and the cost shall not exceed the Original Purchase Price You paid for Your Product. Due to changes in product technology and availability, the replacement product We supply may have a lower selling price and is not limited to the original manufacturer brand of Your original product. Replacement price differences, if any, will not be refunded.

When a replacement product is not available We may provide a store credit, up to the Original Purchase Price of Your Product in lieu of a replacement item. The issue of a store credit, or replacement item supplied for Your Product shall constitute fulfilment of this Back Up Plan.

Delivery and installation of a replacement product are not included as part of Your replacement.

Payment to You or replacement of Your Product shall constitute fulfilment of this Back Up Plan.

WHAT IS NOT COVERED UNDER THE BACK UP PLAN

- Unauthorised repairs
- Defects or design faults that are covered by the manufacturer or distributor whether or not through the process of a product recall
- Costs when Your Product was used for commercial purposes
- Consequential losses of any type including any loss or profits, revenue, data, goodwill or reputation and damage to other goods or property
- Costs incurred where no Mechanical or Electrical Failure is identified
- Normal maintenance costs
- Any exclusions outlined in the Manufacturer's Warranty
- Installation or reinstallation of Your Product
- Mechanical or Electrical Failures of Your Product caused by:
 - product recalls;
 - negligence, misuse or unauthorised alterations;
 - liquid penetration;
 - infestations of vermin, pests or insects;
 - cosmetic damage, Accidental damages from any cause;
 - rust or corrosion
- Repairs to or replacement of any:
 - consumables including but not limited to batteries which can be readily removed, fuses, filters, bulbs or lamps;
 - software, data or removable data mediums caused by the Mechanical or Electrical Failure of Your Product. This includes firmware upgrades and malfunctions caused by virus;
 - crisper/dairy doors, shelving, handles that have broken.

PERIOD OF COVER

<i>Period of Cover</i>	<i>Back Up Plan Period</i>	<i>Total Period inclusive of Manufacturer's Cover</i>
Whitegoods Repair Code prefixes		
2+4 <i>where Manufacturer's Warranty is 2 (two) years</i>	4 (four)* years	6 years from date of purchase
2+3 <i>where Manufacturer's Warranty is 2 (two) years</i>	3 (three)* years	5 years from date of purchase
Computer Repair Code prefixes		
1+2 <i>where Manufacturer's Warranty is 1 (one) year</i>	2 (two)* years	3 years from date of purchase
2+2 <i>where Manufacturer's Warranty is 2 (two) years</i>	2 (two)* years	4 years from date of purchase
Other Repair Code prefixes		
1+4 <i>where Manufacturer's Warranty is 1 (one) year</i>	4 (four)* years	5 years from date of purchase
2+3 <i>where Manufacturer's Warranty is 2 (two) years</i>	3 (three)* years	
3+2 <i>where Manufacturer's Warranty is 3 (three) years</i>	2 (two)* years	

*Back Up Plan cover commences at the expiration of the original Manufacturer's Warranty for Your Product. If Your Product is replaced by the manufacturer or retailer, Your Back Up Plan cover and original warranty expiry date remains the same.

Please note for each Whitegoods code above, the total period of cover is a maximum of six (6) years or five (5) years depending on the code prefix, including the Manufacturer's Warranty of 2 years, from the Original Date of Purchase of Your Product. The actual Back Up Plan Cover Period is either four (4) years, or three (3) years commencing after the end of the Manufacturer's Warranty period.

For example, if You purchase a Washer with a Manufacturer's Warranty of 2 years, you can purchase a 2+4 plan for that product (with a length of 4 years cover). Your cover commences at the expiry of 2 years Manufacturer's Warranty and expires 4 years from that date (due to 6 years maximum cover from the Original Date of Purchase limitation) assuming that Your Back Up Plan has not otherwise ended earlier (e.g. because of a Payout).

For Computers, the Computer Repair Codes of the Back Up Plan provide two (2) years of cover commencing after the end of the Manufacturer's Warranty period.

For all other repair codes above, the relevant total period of cover is a maximum of five (5) years, including the Manufacturer's Warranty, from the Original Date of Purchase of Your Product excluding Air Conditioners where the maximum cover of seven (7) years from the Original Date of Purchase applies. The actual Back Up Plan cover period is noted in the table, and commences at the end of the Manufacturer's Warranty period.

For example, if You purchase a TV with a Manufacturer's Warranty of 2 years, you cannot purchase a +4 plan for Your TV. Your cover commences at the expiry of 2 years Manufacturer's Warranty and expires 3 years from that date (due to 5 years maximum cover from the Original Date of Purchase limitation) assuming that Your Back Up Plan has not otherwise ended earlier (e.g. because of a Payout).

Note, there are some benefits of Your Back Up Plan that commence immediately after purchase of the agreement, for example Toll Free Assistance.

REPLACEMENT

Code 1+2RPL and 2+2RPL = 2 (two)* years

*Back Up Plan cover commences at the expiration of the original Manufacturer's Warranty for Your Product. If Your Product is replaced by the manufacturer or retailer, Your Back Up Plan cover and original warranty expiry date remains the same.

For Replacement Cover Plans cover begins twelve (12) months after the Original Date of Purchase or upon the expiry of the original Manufacturer's Warranty for Your Product, whichever occurs later.

<i>Replacement Plan Code</i>	<i>2 Years Coverage Commences after</i>	<i>Expiry after Original Date of Purchase</i>
1+2RPL	Manufacturer's Warranty expires at 12 months	3 years
2+2RPL	Manufacturer's Warranty expires at 24 months	4 years

HOW TO MAKE A CLAIM

If You have a problem with Your Product which is not covered by this Back Up Plan, please contact the retailer or the manufacturer. Contact information for Your retailer can be found on Your original purchase receipt. Contact information for the manufacturer can be found in the warranty and support section in the initial warranty card provided when You purchased Your Product.

If You are claiming under this Back Up Plan, You can lodge Your claim by calling Our Rescue Crew on 1800 062 782, (0800 454 082 in NZ) Monday to Friday 8am to 6pm AEST, and Our friendly staff will assist You with Your claim. For overseas customers, please email rescuecrew.au@thewarrantygroup.com.

Claims must be made prior to the expiration of this Back Up Plan. The address for claims correspondence is PO Box 246, Balwyn VIC 3103.

Claims will not be handled where You have arranged repair or replacement without first lodging and gaining approval of a claim.

Ensure You have Your original purchase receipt and/or Tax Invoice available.

Your claim must be lodged by the customer whose name is shown on the purchase receipt and/or Tax Invoice and/or any other parties authorised by the owner in writing.

We'd love to hear Your thoughts on how We could improve Our products and services. If at any time You would like to provide feedback please email rescuecrew.au@thewarrantygroup.com.

BACK UP OF DATA

Please note that where Your Product is capable of retaining user-generated data, the repair of Your Product under Your Back Up Plan may result in loss of the data. We recommend You back-up Your data. User-generated data includes, for example, files on a computer hard drive, telephone numbers stored on a mobile telephone, songs stored on a portable media player or games saved on a games console.

DISPUTE RESOLUTION

Should you have a concern relating to the administration of Your Back up Plan You may request that it be dealt with by the supervisor or manager who is directly responsible for that area.



15-DAY FREE LOOK

If You require cancellation of this Back Up Plan within fifteen (15) days of the Back Up Plan's Original Date of Purchase and You have not made a claim within this time, We will refund the amount You paid for this Back Up Plan in full at the store of purchase.

This Back Up Plan cannot be cancelled after the 15-Day Free Look Period.

A COMPARISON OF THE RIGHTS AND REMEDIES UNDER THE ACL AND THE FEATURES PROVIDED BY THE BACK UP PLAN

The following table is a summarised comparison of Consumer Guarantees and the protections offered by this Back Up Plan. Please note that this table is a summary only and is not a substitute for obtaining legal advice on the ACL and reading the full Terms and Conditions of the Back Up Plan contained in this document, as certain limitations and exclusions apply in certain circumstances, including an exclusion if You fail to use Your appliance in accordance with the manufacturer's care instructions or if the appliance is accidentally damaged.

In addition, You can visit www.accc.gov.au for more information on the Consumer Guarantees. Please note that, in addition to the protections below, You may have additional rights against a manufacturer under a Manufacturer's Warranty.

<i>Protection</i>	<i>ACL rights and remedies</i>	<i>Benefits of the Back Up Repair Plan</i>	<i>Benefits of the Back Up Replacement Plan</i>
Am I protected if the product is defective?	Protection where the product is not of 'Acceptable Quality', 'Fit for Purpose', or does not 'match the description'. This includes protection against defects such as mechanical or electrical failure.	Protection against Mechanical or Electrical Failure.	Protection against Mechanical or Electrical Failure.
How long does the protection against defects last?	A reasonable period from the date of delivery until the defect becomes apparent. What is reasonable will depend on the circumstances including nature of the goods, the price, the way it is used and any statements or representations made about the goods. In certain circumstances, taking into account the factors listed above, this reasonable period may cover the period of time that protection is available under the Back Up Plan.	The number of years (beyond the Manufacturer's Warranty) shown in the Back Up Plan.	The number of years (beyond the Manufacturer's Warranty) shown in the Back Up Plan.
What remedies are available if the product is defective?	Repair, refund, replacement and/or damages for consequential loss. The exact remedy will depend on the specific circumstances.	Automatic repair or replacement if the product is uneconomical to repair.	Automatic replacement to a maximum of the Original Purchase Price.
Who is obliged to provide the remedy for a defective product?	Supplier (if seeking a repair, refund or replacement; or claiming damages). Manufacturer (if claiming damages).	Supplier via Back Up Plan Administrator on 1800 062 782 (0800 454 082 in NZ) or rescuecrew.au@thewarrantygroup.com	Supplier via Back Up Plan Administrator on 1800 062 782 (0800 454 082 in NZ) or rescuecrew.au@thewarrantygroup.com
Cost of coverage	No cost.	The cost of the Plan.	The cost of the Plan.
Is a Technical Assistance Helpline available to help with my product?	Not required under the ACL but some suppliers and manufacturers do provide a helpline.	Yes	Yes

<i>Protection</i>	<i>ACL rights and remedies</i>	<i>Benefits of the Back Up Repair Plan</i>	<i>Benefits of the Back Up Replacement Plan</i>
Is a loan product available whilst my product is being repaired?	No. However, if You decide to organise and obtain a loan product from a rental company or other company, the cost You incur may, in certain circumstances, be recoverable as a consequential loss caused by the defect.	Yes, a loan product will be provided if the repair period takes longer than 10 days.	Not applicable as product is replaced.
Is there a guarantee that any repair will be carried out in a reasonable time?	The product must be repaired within a reasonable time or You are entitled to a replacement or a refund.	Your Product will be replaced if repair takes longer than 30 days.	Not applicable as product is replaced.
What happens if I receive a remedy for a defective product?	Any repaired product continues to be covered. Any replacement product will also be covered.	Any repaired product continues to be covered.	If You receive a replacement product or payment the Back Up Plan ends.
Food Spoilage	Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include food spoilage.	Up to \$200 for food spoilage caused by the failure.	Up to \$200 for food spoilage caused by the failure.
Laundry Costs	Entitled to compensation for consequential loss caused by the defect, which may, in certain circumstances, include laundry costs.	Up to \$200 if the product can't be used and the failure extends for more than 7 days.	Not applicable as product is replaced.

THE ACCC'S CONTACT DETAILS

Australian Competition and Consumer Commission: **1300 302 502**

Indigenous Infoline: **1300 303 143**

www.accc.gov.au

PRIVACY STATEMENT

We comply with the Privacy Act 1988 (Cth) (as amended).

We will collect, use and disclose Your personal information for the primary purpose of providing cover under this Back Up Plan to You so that We may:

- Evaluate Your application for the Back Up Plan cover
- Set the cost of providing the Back Up Plan
- Properly administer claims for faulty products.

Disclosure for this purpose may be made to the Administrator, the manufacturer of Your Product or a repairer of Your Product (or their third party agents or contractors).

If You fail to provide this personal information We will be unable to provide You with cover under this Back Up Plan.

You are entitled to access Your personal information, and may obtain a copy of Our privacy policy, by calling Our Rescue Crew on 1800 062 782. Our privacy policy contains information about how You may access, and (if applicable) seek correction of, personal information collected under this Back Up Plan. Our privacy policy also contains information about how You may complain about a breach of the Australian Privacy Principles and how We will deal with such a complaint. We may disclose Your personal information to recipients in South Africa for claims lodgement purposes and in New Zealand to conduct surveys for the purpose of data analysis, marketing and improving the products and services We offer.

The Administrator may need to disclose Your personal information to others including its related bodies corporate, some of whom may be located overseas (including Asia-Pacific, USA and UK).

DEFINITIONS

Accident or Accidental: means a sudden, external, violent, visible, unusual and specific event which occurs fortuitously and is unforeseen or unintended by You and which occurs at an identifiable time and place.

Manufacturer's Warranty: means any express warranty given by the manufacturer applicable to the sale of Your Product for a specific period of time after the purchase of Your Product and for the avoidance of doubt, does not include any consumer guarantees under the Australian Consumer Law.

Mechanical or Electrical Failure: means a failure of Your Product arising from a mechanical or electrical fault. It does not include any failure otherwise excluded by the Back Up Plan such as intentional damages, normal wear and tear, wilful acts, and normal deterioration.

Original Date of Purchase: means the date shown on the purchase receipt and/or Tax Invoice.

Original Purchase Price: means the amount shown on the purchase receipt and/or Tax Invoice being the cost of Your Product.

Payout: means where the product has been replaced, or a settlement either in the form of a store credit or a payment direct to a customer has been made.

You, Your: means the person or persons named as the purchaser on the original purchase receipt and/or Tax Invoice.

Your Product: means any electrical or battery operated product that You purchase for domestic use as described in the purchase receipt and/or Tax Invoice.

We, Us, Our: refers to the selling retailer or an authorised agent of the selling retailer whose name appears on the original purchase receipt and/or Tax Invoice as the supplier.

Whitegoods: means ovens, cooktops, rangehoods, upright cookers, fridges, freezers, washers, dryers and dishwashers.

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