

CONDITIONAL PRODUCT WARRANTY

- 1 Where the customer is a consumer as defined by any relevant law such as the Trade Practice Act 1974 or similar State Laws, or where any similar legislation applies, then certain terms and rights will be implied into the Contract for the benefit of the consumer which terms and rights and any liability of Hanwest Aqua Systems Pty Ltd flowing from them, cannot be excluded, restricted or modified by any provision of the contract. In all other cases and except where inconsistent with the above,
 - a) Hanwest Aqua Systems Pty Ltd warrants each product, to the original purchaser to be free from defects due to faulty material, or unsatisfactory workmanship, for a period of TWELVE MONTHS from the original installation date or FIFTEEN MONTHS from date of Invoice whichever the sooner is.
 - b) Any other warranties which might otherwise be implied herein, are expressly excluded. Subject to the foregoing, no warranty rights shall be obtained until the customer has paid for the product. Nothing in this Clause will however restrict or modify any condition, warranty, right or liability implied in the contract by law where to do so would render this Clause void.
2. Where the express warranty contained in Clause 1 (a) applies the same is subject to the following conditions:-
 - a) Hanwest Aqua Systems obligations under this warranty shall be limited to making good by repair or replacement, at our discretion, and at our premises, any such defect as may prove to our satisfaction to have resulted from faulty manufacture or faulty materials within the warranty period.
 - b) Hanwest Aqua Systems Pty Ltd does not participate in any refrigerant, labour expense, or consequential loss arising from claims under warranty.
 - c) It is incumbent upon the user to apply the equipment strictly in accordance with the approved Trade Practice, and it must be understood that any defect or failure resulting from misapplication, alteration, misuse or abuse or due to any other contributing factor beyond our control, automatically voids this warranty.
 - d) The conditions of this warranty shall exclude Hanwest Aqua Systems Pty Ltd from direct liability for components or products supplied or used in assembly but manufactured by others, and our obligation here shall be limited to the extensions only of any warranty that may be provided by such other supplier.
 - e) This warranty is conditional upon any defective products or material being returned to the premises of Hanwest Aqua Systems Pty Ltd with all freight and associated forwarding charges prepaid. Such returns will remain customer's property until repaired or replaced.
 - f) No responsibility is accepted for damage in transit, and customers should therefore arrange their own "in transit" insurance cover.
- 3 This warranty is subject to Hanwest Aqua Systems Pty Ltd General Terms and Conditions of Quotation and Sale, and applies only within the Commonwealth of Australia.

GENERAL TERMS & CONDITIONS OF QUOTATION & SALE

- 1 In these conditions:
'the Seller' means Hanwest Aqua Systems Pty Ltd or it's appointed Distributor.
'the Buyer' means the person or corporation placing an order with the Seller for the purchase of Goods or Services.
'the Goods' or 'Services' means those goods and/or services listed on the Buyers order and the Seller's invoice(s) supplied by the Seller to the Buyer under a contract of which these conditions form part thereof.
- 2 Prices quoted herein are firm for acceptance to 30 days from the date of quotation.
After 30 days from the date of quotation prices are subject to confirmation.
- 3 Should the Buyer require for goods to be stored by the Seller beyond the stated delivery times as shown on the Buyer's order the goods are stored at Buyer's cost and invoices for goods are due and payable as per Clauses 5, 6 & 8 of Conditions of Sale.
- 4 The tender of the goods and/or services is made on the condition that placement of an order with the Seller by the Buyer or its Agent shall constitute confirmation by the Buyer of his acceptance of an offer made by the Seller to sell the Goods and/or Services upon the conditions herein contained.
- 5 Unless otherwise noted in writing the Buyer requests the Seller to act as it's agent for the purpose of arranging on the Buyer's behalf and at the Buyer's expense delivery of the goods by the Seller or it's agent authorised for the purpose to the Buyer or as the Buyer directs.
- 6 Insurance of the goods is to be arranged by the Buyer and at the Buyer's expense from the moment property in the goods passes to the Buyer and until received by the Buyer or his Agent including situation where the Buyer has requested the Seller to arrange temporary warehousing for the goods.
- 7 Where the services referred to in Clause 5 are provided by the Seller, the Seller's standard charge will be charged as set out on the invoice.
- 8 Terms of Payment:
Strictly thirty (30) days from end of month of date of invoice.
- 9 Price Variation:
 - a) Prices are subject to change without notice.
 - b) GST will be charged at the appropriate rate ruling at the date of invoicing.
- 10 Delivery:
 - a) Any time quoted for delivery is an estimate only and without engagement. If the Seller is delayed by any circumstances or event beyond its reasonable control, then the Seller may suspend delivery or extend delivery times. The Seller shall under no circumstances be liable for any damages, expenses, costs or otherwise arising out of any delay in delivery.
 - b) Goods offered ex. stock are subject to prior sale.
 - c) Where an order covers a number of items the Seller reserves the right to allocate and invoice all or any of such items and normal terms of payment shall apply to each invoice.
- 11 Claims:
No claim in reference to items on the invoice will be recognised unless such claim is made in writing within fourteen (14) days of the invoice date (in the event of non-delivery, 14 days from date of statement).
- 12 Warranty:
The Seller warrants in accordance with the terms of warranty and conditions specified to each product that in the event of any defect becoming apparent in the product due to either FAULTY MATERIALS or WORKMANSHIP within a period indicated by the Seller from the date of the original purchase, such defect will be rectified without cost for either labour or materials at the premises of the Seller, or it's Authorised Service Agent.
The Seller's express warranty is additional to the rights and remedies available under the Trade Practices Act and other consumer laws. PROVIDED THAT the Buyer shall not be entitled to the benefit of any warranties or service from the Seller until the goods have been paid for by the Buyer.
- 13 Variations of Conditions and Terms:
No variations of these conditions and terms of sale shall be binding on the Seller unless agreed to in writing by the Seller.
- 14 These Seller's conditions and terms of sale shall apply to all contracts arising from the Buyer placing an order with the Seller notwithstanding any terms and conditions contained in or appended to the Buyer's order.
- 15 The Buyer agrees and confirms by placement of his order on the Seller that he has read and fully understands the terms and conditions contained herein.