

ALL PURPOSE PUMPS PTY LTD – WARRANTY STATEMENT

1. Introduction

- 1.1. This Warranty is given by All Purpose Pumps Pty Ltd (**APP**).
- 1.2. The benefits to the Customer given by this warranty are in addition to other rights and remedies of the Customer under any applicable law in relation to the goods or services to which this warranty relates, to the extent of any inconsistency between them. This Warranty does not modify or exclude any of the conditions, warranties, undertakings or other legal rights available to the Customer at law which cannot be excluded or modified.

2. Definitions

In this Warranty:

- 2.1. **Customer** means the purchaser of a Product from APP.
- 2.2. **Invoice** means any invoice issued by APP to the Customer for the provision of the Product or Services
- 2.3. **Permitted Use** means the limited purposes for which the Product may be used for to be covered by the Warranty as set out in the Product's installation guide, manufacturer's specifications, any other document or any other directive from APP.
- 2.4. **Product** means all goods provided by APP to the Customer and as set out in Schedule 1.
- 2.5. **Services** means all services provided by APP to the Customer and as set out in Schedule 2.
- 2.6. **Third Party Product** means products or parts manufactured not manufactured by APP supplied to the Customer.
- 2.7. **Warranty** means the coverage as set out in this document.
- 2.8. **Warranty Period** means the period of warranty in respect of which this Warranty applies as follows:
 - 2.8.1. for each Product as set out in Schedule 1 and starting at the earlier of the date of the Invoice or the date of commissioning (as indicated in Schedule 1) and ending on the expiration of the period;
 - 2.8.2. for any Product not set out in Schedule 1 the Warranty Period is 12 months from the date of delivery of the Product;
 - 2.8.3. for each Service as set out in Schedule 2 and starting at the date the Service was completed and ending on the expiration of that period; and
 - 2.8.4. for any Service not set out in Schedule 2 the Warranty Period is three (3) months from the date the Service was completed.

3. Scope of Warranty

- 3.1. APP warrants to the Customer, that the Product is free from defects in materials or workmanship for the duration of the Warranty Period.

- 3.2. APP warrants to the Customer, that the Services were completed with due care and skill.

4. Exclusions

- 4.1. This Warranty will not apply and will be invalid where:
- 4.1.1. the Customer did not purchase the Product directly from APP. For the avoidance of doubt, this Warranty is not transferable to subsequent owners of the Product;
 - 4.1.2. the Product was not installed by licensed trades person or commissioned by an APP service member (when commissioning is required) prior to initiating general use;
 - 4.1.3. the Product was not installed in accordance with the Product specifications or installation instructions;
 - 4.1.4. the defect is attributable to the installer of the Product;
 - 4.1.5. the Product has been used in a way contrary to the Permitted Use;
 - 4.1.6. the Product has been misused or neglected including altering or modifying the Product before, during or after delivery or installation; or has not been serviced in accordance with the Product installation guide;
 - 4.1.7. the Product has been adapted, modified, altered, abused or used outside APP's specifications or as otherwise determined by APP;
 - 4.1.8. the Product has been used in conjunction with incompatible Third-Party Products;
 - 4.1.9. the Product has not been properly stored, used, maintained, repaired and serviced in accordance with the APP's instructions and specifications (in respect to Fire Tanks, the Warranty will not apply and will be invalid where it is not serviced in accordance with APP's instructions and specifications and the Australian Standard AS 1851);
 - 4.1.10. the Customer continuing the use of any Products after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - 4.1.11. the defect is attributable to issues with electrical power;
 - 4.1.12. the defect is attributable to weather damage including but not limited to fire or flood;
 - 4.1.13. the Product has missing or altered serial numbers;
 - 4.1.14. the Product has been installed without adequate drainage (where applicable);
 - 4.1.15. the defect is attributable to misuse or neglect by the Customer or a third party;
 - 4.1.16. the Product has been damaged between the delivery date and the date of commissioning;

4.1.17. the Product was not commissioned (where required) within twelve (12) months of the date of delivery

- 4.2. The Warranty does not cover the Product's fair wear and tear, meaning normal deterioration that occurs as a result of normal use or of routine maintenance.
- 4.3. The Warranty will not include claims of water loss or flooding resulting from the Product being installed without adequate drainage, being sufficient drainage to accommodate the amount of water flowing from the valve when fully open.

5. Claiming under this Warranty

- 5.1. The Customer must contact the Customer's account manager or the APP Customer Service Department by phone or by email as soon as possible after becoming aware of a possible defect in a Product or Service.
- 5.2. The Customer must (where applicable) return the Product to APP or an approved Service Agent or make the property available within 30 days of any written request from APP so that the Product or Service may be inspected.
- 5.3. The Customer must promptly provide APP with all information and documents it may reasonably request including, without limitation, evidence of the purchase from APP and installation by licensed trades persons.
- 5.4. If upon inspection by APP, the Product or Service is found to be without defect, then the Customer shall be liable for the reasonable costs of the APP in testing the Product or Service.

6. APP decision final

Any determination made by APP in respect to an alleged defect, including the existence of or cause of the defect or otherwise, is final.

7. APP Responsibilities

- 7.1. Upon the Customer lodging a claim in accordance with clause 5 of this Warranty, APP shall at its *sole discretion* either:
 - 7.1.1. In respect to a defect with a Product:
 - 7.1.1.1. repair the defective part of the Product;
 - 7.1.1.2. replace the defective part of the Product with new or refurbished parts;
 - 7.1.1.3. replace the Product;
 - 7.1.1.4. refund the purchase price of the Product;
 - 7.1.2. In respect to a defect with a Service:
 - 7.1.2.1. rectify the defective part of the Service;
 - 7.1.2.2. re-complete the Service;
 - 7.1.2.3. refund the cost of the whole or part of the Service;
 - 7.1.2.4. cancel the Service.

- 7.2. APP will take reasonable steps to ensure that the Customer is informed as to the progress of the warranty claim including the nature of the repairs and replacements carried out (if any).
- 7.3. APP shall not be responsible for ancillary costs, any indirect or consequential loss or damage whatsoever arising from any defect.

8. Guarantees Under Australian Consumer Law

- 8.1. This clause 8 applies to the extent the Products and Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, the Customer is entitled:
 - 8.1.1. to cancel the Services contract with APP; and
 - 8.1.2. to a refund for the unused portion, or to compensation for its reduced value.
- 8.2. The Customer is entitled to choose a refund or replacement for major failures with the Products.
- 8.3. If a failure with the Products or Services does not amount to a major failure, the Customer is entitled to have the failure rectified in a reasonable time. If this is not done the Customer is entitled to a refund for the Products and to cancel the contract for the Services and obtain a refund of any unused portion.
- 8.4. The Customer is entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Products or Services.

9. Third party Representations

The Customer acknowledges that no third-party individual or entity has been given authority by APP to make any affirmation, representation or warranty regarding the Product or Services, other than those expressly stated in this Warranty, and if made will not be enforceable against APP.

Schedule 1. Products

Product	Warranty Period
Torpedo Storage Tanks	5 years
Fibreglass Pump Chambers	5 years
Hylift Undersink Pumps	1 year
Hysave Rainwater System	1 year
Cascade Water Pressure System	1 year
Hytemp Hot Water Circulator	1 year
Hysave Diversion System	1 year
Ultima Pump Station	1 year
Ultima Battery Backup	1 year
Intercept pH System	1 year
Intercept FOI	1 year
Diesel & Electric Fire Systems	2 years
Other Fire Products	1 year
Sprinkler Jacking Pumps	1 year
Residential Sprinkler Pumps	1 year
Standalone Jacking Pumps	1 year
All Spares: Engines, Pumps, Valves, Accumulator Tanks	1 year
Fire Tanks	10 years

Schedule 2. Services

Service	Warranty Period
APP Workmanship	3 months