

## **WARRANTY STATEMENT**

The Company warrants that the Goods supplied by the Company ("**Goods**") are to be free from defects for a period of 12 months from the date of purchase ("**Warranty**").

### **1. Investigation of Claims:**

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- 1.1 All Goods the subject of a warranty claim, must be inspected for evaluation before any warranty claim is approved.
- 1.2 To make a warranty claim pursuant to this Warranty, the Purchaser must:
  - (a) Cease using the Goods;
  - (b) notify the Company in writing within 7 days of the alleged defect first coming to the Purchaser's notice and within the Warranty period;
  - (c) provide the Company all information required, including serial numbers, photos of the alleged defect, and with reasonable evidence of the proof of purchase.
  - (d) provide evidence that the Goods have been installed correctly and have been used in accordance with any manufacturer instructions supplied with the Goods or any other instructions provided by the Company; and
  - (e) make the Goods available for inspection by the Company, so that the Company may determine if the notice of defect or damage is valid and carry out all necessary work with the Goods.

### **1.3 Conditions of Warranty:**

This warranty extends only to:

- (a) defects arising solely from faulty design, materials or workmanship under proper use of the Goods;
- (b) Goods installed by a suitably qualified and experienced person;
- (c) Goods sold by the Company and only where the Goods are used and serviced within Australia;

- (d) where the defects in relation to the Goods appear within the Warranty period.

### **2. Exclusions to Warranty:**

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2.1 This Warranty does not cover;

- (a) Consumables used in the water purifying machines;
- (b) unauthorised repairs, alteration, modification or substitution of any parts of the Goods, or storage or use of the Goods other than in accordance with the instructions supplied;
- (c) other goods that are not manufactured or supplied by the Company;
- (d) electrical products and systems into which the Goods are installed or form part of but which have not been supplied by Company;
- (e) Goods purchased from someone other than Company.

2.2 In addition to the above, this Warranty DOES NOT cover the following:

- (a) Damage or defects to the Goods that ought reasonably to have been revealed to you by an examination of the Goods, where you conducted such an examination before acquiring the Goods,
- (b) Normal wear and tear due to the course of normal use,
- (c) Any Goods with a serial number removed,
- (d) Any software applications or programs which relate to the Goods but have not been supplied by the Company ,
- (e) Damage or fault caused by flood, torrential rain, the Goods being submerged in water or use of a pressure washer directly on the items;
- (f) Damage or fault caused by chemicals, solvents, salt, fire etc;
- (g) Accidental damage or damage caused by an extra-ordinary event or circumstance beyond your or anyone else's control including damage caused by:
  - (i) environmental factors;
  - (ii) natural discolouration of material due to ultraviolet light,
  - (iii) crushing, impact with hard surface or damage caused in the transit of the Goods,

- (iv) foreign material, or exposure of the Goods to excessive heat or cold or to solvents, or water entry into the Goods,
- (v) abnormal Goods performance caused by any ancillary Goods interference or other external factors,
- (vi) improper or inadequate maintenance or calibration of the Goods,
- (vii) adverse external conditions including electrical power surges, spikes or dips, or fluctuations in voltage or current.

2.3 Charges will apply for any non-warranty services performed.

### **3. Limitation of Liability:**

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3.1 The following statement applies if the supply of the Goods to the purchaser is a consumer sale as defined in the Australian Consumer Law. In this statement, 'Our' means 'Purific Australia Pty Ltd', 'You' means the 'Purchasers' and 'goods' means 'Goods':

*3.1.1 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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.*

3.2 What constitutes a major failure is set out in the Australian Consumer Law.

Notwithstanding the preceding clause and to the extent permissible by law, the liability of the Company is limited, in relation to the Goods and at the option of the Company to:

- (a) replacing the Goods, or where the product no longer exists, the supply of equivalent goods;
- (b) the repair of the Goods;
- (c) the payment of the cost of replacing the Goods or of acquiring equivalent Goods;  
or
- (d) the payment of the cost of having the Goods repaired.

3.3 To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and the Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Purchaser for:

- (a) loss of revenue;
- (b) loss of profit or anticipated profit;
- (c) loss of business;
- (d) loss of business reputation;
- (e) loss of opportunities;
- (f) loss of anticipated savings;
- (g) loss of goodwill; and

any other loss suffered by a party as a result of a breach of this Warranty that cannot reasonably be considered to arise directly and naturally from that breach.

3.4 The benefits given to the Purchaser in this Warranty are in addition to other rights and remedies under a law in relation to the Goods to which this Warranty applies.

3.5 This warranty is not applicable outside Australia.

### **4. Contact Details:**

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4.1 To make a claim under this Warranty or to discuss the warranty service, please contact the Company:

Address:  
Phone number:  
Email: