

**AQUARIUS TECHNOLOGIES PTY LTD**  
**Manufacturer's Product Warranty**

**Definitions**

**“Aquarius”** means Aquarius Technologies Pty Ltd ABN **94 010 393 254**

**“Product”** means:-

- (i) goods purchased from Aquarius that have been manufactured in whole by Aquarius; and
- (ii) the Aquarius manufactured components in third party goods.

**“Buyer”** means any person or entity who buys product for consideration from Aquarius.

**“The Law”** means and includes the Trade Practices Act (Commonwealth) 1974 and relevant State and Territory fair trading or other consumer protection legislation and includes any statute amending, consolidating or replacing the same from time to time.

**Warranty**

1. Aquarius warrants that:-

- (i) all Product is produced under a Quality Assurance System to ISO9001:1994 standards;
- (ii) the Product conforms to the written description in the purchase order quotation and related purchase documentation accepted by Aquarius in writing except for such defects that are normally regarded as being commercially acceptable;
- (iii) the Product will be reasonably fit for the purpose of use described by Aquarius, however Aquarius accepts no responsibility for third party misrepresentation;
- (iv) the Product will be of merchantable quality and free from defects in material and workmanship.

2. If within twelve (12) months (from either the date of purchase by the Buyer or the date of installation, whichever is the earliest) the Buyer gives to Aquarius written notice that the Product does not correspond with the description or is defective (and such defect could not have been detected at the time of delivery) and Aquarius agrees then, PROVIDED:-

- (i) that Aquarius, via its customer service department, is contacted promptly;
- (ii) that the Buyer supplies to Aquarius sufficient proof of purchase, the model number and serial number of the Product;
- (iii) that if necessary, the Product is returned by prepaid freight to Aquarius factory headquarters:-
  - (a) within fourteen (14) days of detection of the alleged fault; and

- (b) in the same order and condition as that in which it was delivered;
- (c) packaged to prevent any damage in transit;
- (d) that the product contains the return authorisation number, customer identification number, and return delivery details

**AND**

- (iv) if any alleged defect or failure to correspond with description has not arisen from:
  - alleged defect or failure to correspond with description
  - improper or incorrect installation or site preparation;
  - improper maintenance, adjustment, modification or contamination caused or induced by the Buyer;
  - the Product being used or attempted to be used in a manner which is beyond normal commercial capacity and application of the Product;
  - any abuse or misuse of the Product including operation of the Product in circumstances where there may be subject to irregular electrical supply;

then, Aquarius will at its option either:-

- (v) repair any part of the Product which is proven to be defective in material or workmanship upon the Aquarius' examination. The repairs will be carried out by Aquarius personnel or persons appointed by Aquarius at Aquarius premises or at the site or premises of the supplier to Aquarius . This warranty does not include removal, installation costs, or liability exceeding the selling price of the Product. Aquarius warrants that all repairs on returned Product will be free from defects in materials and workmanship for a period of sixty (60) days; or
  - (vi) replace the Product.
3. The Buyer will be liable to Aquarius for all reasonable costs incurred by Aquarius in relation to the investigation, analysis and testing of a Product which are not defective in the reasonable opinion of Aquarius.
4. In no circumstances will Aquarius:-
- (i) incur liability in respect of, or arising out of, or in connection with harm or injury suffered or incurred by the Buyer;
  - (ii) incur liability in respect of any special consequential direct or indirect loss or damage;
  - (iii) accept liability for the cost of any repair or attempted repair by the Buyer by any unauthorised third party.