



WARRANTY AGAINST DEFECTS Rev 2.0

Convergent Water Controls Pty Ltd and its successors and assigns ("the Seller") provides the following limited warranty against defects to:

("the Buyer")

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in any workmanship which becomes apparent and is reported to the Seller in accordance with 4.1 ("**Defect**")
- 1.2 The conditions applicable to the warranty given by clause 1.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Buyer:
 - (A) to properly maintain any Goods; or
 - (B) to follow any instructions, operation methods, or guidelines provided by the Seller;
 - (ii) the Buyer using the Goods for any purpose other than that for which they were designed;
 - (iii) the continued use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (iv) claims arising from deliberate abuse, misuse or negligence, or accidental or consequential loss or damage to the Buyer or any third party;
 - (v) exposure to abnormal conditions (including, but not limited to, extreme temperatures, water, fire, humidity, dust, pressure or other physical stress, etc.);
 - (vi) incorrect or faulty installation carried out by any other third party;
 - (vii) fair wear and tear, any accident, or act of God;
 - (b) no warranty is offered by the Seller where the Goods have been serviced by any other third party other than the Seller authorised service staff or dealers, unless otherwise negotiated;
 - (c) in respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or remedying the workmanship or in properly assessing the Buyer's claim; and
 - (d) the warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, modified or overhauled without the Seller's consent.
- 1.3 Regular maintenance is recommended and must be carried out, unless other indicated in writing between the Seller and the Buyer.
- 1.4 For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 1.5 In the event that the manufacturer's Goods are deemed to be faulty, the Seller reserves the right to halt the commencement for repair or replacement of Goods until such time as it is agreed between all parties the person/s that will be liable for all associated expenses with the repair of the Goods.

2 WHAT THE SELLER WILL DO TO HONOUR THE WARRANTY

- 2.1 The Seller will endeavour to repair the goods or replace the goods, at the sole discretion of the Seller.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Buyer. Additional works includes any return freight costs to the Seller, travel time & on-site services.

3 WHAT THE BUYER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Buyer will need to:
- (a) present the defective Goods/Services to the Seller for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by the Seller.
- 3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.3 The claim listed in clause 3.1 must be in accordance with the Sellers "Goods Return \ Warranty Claim Policy" found on the Sellers website at <https://cw.com.au/downloads/forms-certificates/>
- 3.4 The appropriate form (GRA) for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address specified by the Seller. **A valid GRA reference must be obtained from the Seller and be filled in on the form before returning any goods.**

4 DURATION OF WARRANTY

- 4.1 This warranty will cease from the date that is 18 months after invoice date or 12 months after installation (whichever occurs first). This warranty excludes any parts that have direct contact with water or chemicals during their normal operation, including, but not limited to sensors, probes, electrodes and pump liquid ends. These parts warranty will cease from the date that is 12 months after invoice date or 6 months after installation (whichever occurs first).
- 4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in clause 4.1, the Seller will have no liability to the Buyer under this Warranty Against Defects and the Buyer releases the Seller from all claims for loss or damage in any way connected with the Goods/Services from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 The Seller is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Buyer.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Buyer under this warranty are in addition to other rights and remedies of the Buyer at law in relation to the Goods/Services.
- 6.2 The Seller's Goods/Services come with guarantees that cannot be excluded under the Australian Consumer Law.
- 6.3 In the event that the Goods/Services are deemed defective (or part of them), the Buyer is entitled to (within a reasonable time):
- (a) have the Goods repaired or replaced (or part of them), if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure, or
 - (b) a refund if the Seller is in breach of clause 6.3(a) (ie within a reasonable timeframe); or
 - (c) resupply or fix a problem with Services (or part of them); and
 - (d) in the event of a **major failure** with the Goods/Services, the Buyer shall be entitled to:
 - (i) **Goods** -a full refund or alternatively a replacement of the Goods (or part of them), and compensation for any other reasonably foreseeable loss or damage, or
 - (ii) **Services**-cancel the Buyer's Service Contract with the Seller and a refund for the unused portion or compensation for its reduced value.

Please return this form with goods**Customer**

Name:	
Contact:	
Contact No:	
Site	
Controller	

Product Details

Date	
Product:	
Component	
Serial No:	
Orig Invoice No:	
Orig Cust Order No:	
Original Invoice Date:	

Reason for Return / Reported Fault as per customer:

- | | | |
|---|--|---|
| <input type="checkbox"/> Incorrect Qty | <input type="checkbox"/> Incorrect Part Supplied | <input type="checkbox"/> Warranty Claim |
| <input type="checkbox"/> Incorrect Part Ordered | <input type="checkbox"/> Non-Warranty Repair (Quote) | <input type="checkbox"/> Other |

Return Details:

Please use separate sheet to provide further detail

IMPORTANT NOTES

- If there is no Goods Return Advice (GRA) Number on the top RHS after **GRA:** then please obtain one from CWC before sending goods back, by calling (02) 9698 3131 or email to support@cw.com.au
- Please do not return goods without a Goods Return Advice (GRA) Form, available at <https://cw.com.au/downloads/forms-certificates/> or call (02) 9698 3131
- Return goods with a Goods Return Advice (GRA) Form to the requested office:

<u>Sydney Office</u> Convergent Water Controls 2/4 Huntley St Alexandria NSW 2015	<u>Melbourne Office</u> Convergent Water Controls 75c Osborne Ave VIA Booloora Road Springvale VIC 3171
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- If you are returning any pH or ORP sensors/probes they MUST be returned with their storage caps fitted & filled with water. If sensors/probes are returned dry their warranty will become null & void.
- In the interest of the Health & Safety of the staff at CWC, it is a general requirement that any goods returned to our office for evaluation and/or repair, are returned in a clean condition, free of chemicals and biological contaminants and that all surfaces that have come into contact with chemicals, are thoroughly flushed with water prior to returning.**
- If you are returning any goods that have come into contact with any chemical, please include a "Declaration of Hazardous Material & Decontamination" (Declaration of Hazchem) form. (download from <https://cw.com.au/downloads/forms-certificates/>) Failure to do so may result in delays to your product being tested/repaired/replaced.

For full details please view our Goods Return Policy at <https://cw.com.au/downloads/forms-certificates/>**[Please Note:** the issue or completion of this form by the Buyer does not constitute an admission of liability by the Seller]