

# Product Warranty

## Water Tube Combustion Boilers & Ancillary Products



1. Unless otherwise expressly agreed by the Seller all goods manufactured by the Seller are sold with the benefit of the following warranty, in substitution of all implied warranties; all implied warranties being hereby expressly excluded.
2. The Seller warrants its products for a period of twelve (12) months and three (3) months for electrical components from the despatch thereof from the Seller's factory. The Seller's obligation under this warranty is limited to the restoration or replacement at the Seller's expense, of such parts of the goods as are faulty due to defective material or inferior workmanship. The warranty does not apply to electric elements, pilot lights, packing glands, water gauge glasses, flexible electrical leads, flexible steam hoses, normal wear or to damage resulting from abnormal use, abuse, misuse or accident.
3. The Buyer shall immediately notify the Seller in writing upon discovery of any defect in the goods. The cost of removal and refitting of any parts shall not be borne by the Seller. The Buyer shall not carry out any remedial work to alleged defective goods without first obtaining the written consent of the Seller so to do. Any parts in respect of which claims are made must be forwarded carriage paid to the Seller's factory. Any parts which have been recognised to be defective become the Seller's property. The expenses of packing, freight, customs' duties and import in connection with replacement deliveries shall be borne by the Buyer. The warranty is cancelled, without reinstatement of any implied warranties, if the goods in question have been altered by the Buyer or a third party or by the fitting into them of any parts of other origin or if the Seller's instructions as to operate or use have not been complied with, and the warranty does not cover any damage due to negligent or improper operation, storage or transport. Claims arising under this warranty will only be recognised if they are notified without delay to the Seller after the defect has been discovered. In no circumstances will the Seller be liable for any loss or damage caused by any goods, or any defect therein nor for any consequential loss or damage whatsoever. All the foregoing shall be similarly applicable to any supplies made in or towards settlement of any claim resulting from this warranty.
4. The only conditions and warranties which are binding on the Seller in respect of the state, quality or condition of the goods supplied by it to the Buyer are those imposed and required to be binding by statute (including the Trade Practices Act 1974) and to the extent permitted thereby the liability, if any, of the Seller arising from the breach of such conditions or warranties shall at the Seller's option, be limited to and completely discharged by either the replacement or the repair by the Seller of the goods supplied to the Buyer and otherwise all other conditions and warranties whether express or implied by law in respect of the state, quality or condition of the said goods which may apart from this clause be binding on the Seller are hereby expressly excluded and negated.
5. The Buyer expressly acknowledges and agrees that the Seller is not liable for any advice given by its agents or employees in relation to the suitability for any purpose of goods or materials supplied by the Seller and all such advice relied upon is at the Buyer's risk.