

WARRANTY INFORMATION

Project Name	Eucla Town RO Plant
TWS' Project No.	P1236
Contract No.	2016/07109

Tag Number	Description	Manufacturing	Type of Warranty	Warranty Period
PU-101A	Low Pressure Pump 1	Grundfos	From Manufacturing Company	12 months after commissioning
PU-101B	Low Pressure Pump 2	Grundfos	From Manufacturing Company	12 months after commissioning
PU-102A	Anti Scalant Dosing Pump 1	Stenner / CWC	From TWS	12 months after commissioning
PU-102B	Anti Scalant Dosing Pump 2	Stenner / CWC	From TWS	12 months after commissioning
PU-103A	High Pressure Pump 1	Grundfos	From Manufacturing Company	12 months after commissioning
PU-103B	High Pressure Pump 2	Grundfos	From Manufacturing Company	12 months after commissioning
PU-104A	Sulphuric Acid Dosing Pump 1	Grundfos	From Manufacturing Company	12 months after commissioning
PU-104B	Sulphuric Acid Dosing Pump 2	Grundfos	From Manufacturing Company	12 months after commissioning
MF-101	Media Filter	Wave Cyber / Aquacorp	From Manufacturing Company	12 months after commissioning
CF-101	1 Micron Cartridge Filter	Aquacorp	From Manufacturing Company	12 months after commissioning
	RO Vessel	Aquacorp; Pentair	From Manufacturing Company	12 months after commissioning
	RO Membrane	Aquacorp; Hydranautics	From Manufacturing Company	12 months after commissioning

CAL-101	Calcite Filter	Wave Cyber / Aquacorp	From Manufacturing Company	12 months after commissioning
TK-101	CIP Tank	Graf	From TWS	12 months after commissioning
PU-201A	Recirculation Pump 1	Grundfos	From Manufacturing Company	12 months after commissioning
PU-201B	Recirculation Pump 2	Grundfos	From Manufacturing Company	12 months after commissioning
PU-202A	Sodium Hypochlorite Dosing Pump 1	Grundfos	From Manufacturing Company	12 months after commissioning
PU-202B	Sodium Hypochlorite Dosing Pump 2	Grundfos	From Manufacturing Company	12 months after commissioning
LIT-101	Submersible Pressure Transducer	IFM	From Manufacturing Company	60 months after commissioning
TG-101	Feed Water Temperature Gauge	GTS	From Manufacturing Company	12 months after commissioning
pH-101	Feed Water pH Analyzer	GF	From Manufacturing Company	12 months after commissioning
KI-101	Feed Water Conductivity Analyzer	GF	From Manufacturing Company	12 months after commissioning
KI-102	RO Permeate Conductivity Analyzer	GF	From Manufacturing Company	12 months after commissioning
FIT-101	RO Permeate Flow Indicator Transmitter	IFM	From Manufacturing Company	60 months after commissioning
FIT-102	RO Reject Flow Indicator Transmitter	GF	From Manufacturing Company	12 months after commissioning
FIT-103	RO Concentrate Recirculation Flow Indicator Transmitter	IFM	From Manufacturing Company	60 months after commissioning
PIT-101	Inlet Media Filter Pressure Indicator Transmitter	IFM	From Manufacturing Company	60 months after commissioning
PIT-102	Outlet Media filter Pressure Indicator Transmitter	IFM	From Manufacturing Company	60 months after commissioning

PIT-103	Outlet Cartridge Filter Pressure Indicator Transmitter	IFM	From Manufacturing Company	60 months after commissioning
PIT-104	RO Inlet Pressure Indicator Transmitter	IFM	From Manufacturing Company	60 months after commissioning
PIT-105	RO Concentrate Pressure Indicator Transmitter	IFM	From Manufacturing Company	60 months after commissioning
LS-101	Anti Scalant Level Switch (Low)	Birkert	From TWS	12 months after commissioning
LS-102	Sulphuric Acid Level Switch (Low)	Birkert	From TWS	12 months after commissioning
LS-103	CIP/Flush Tank Level Swicth (Low)	Birkert	From TWS	12 months after commissioning
PIT-201	Recirculation Pumps Discharge Pressure Indicator Transmitter	IFM	From Manufacturing Company	60 months after commissioning
Tur-201	Potable Water Turbidity Analyzer	E&H	From Manufacturing Company	12 months after commissioning
KI-201	Potable Water Conductivity Analyzer	GF	From Manufacturing Company	12 months after commissioning
TG-201	Potable Water Temperature Gauge	GTS/Techsys	From TWS	12 months after commissioning
FI-201	Ejector Potable Water Flow Indicator	Braeco	From TWS	12 months after commissioning
pH/CL-201	Potable Water pH/Chlorine Analyzer	E&H	From Manufacturing Company	12 months after commissioning
LS-201	Sodium Hypochlorite Level Swicth	Birkert	From TWS	12 months after commissioning
LS-202	Sodium Hypochlorite Level Swicth	Birkert	From TWS	12 months after commissioning

	Control Panel incl. PLC & HMI	Techworx	From TWS	13 months after commissioning
--	-------------------------------	----------	----------	-------------------------------

GRUNDFOS WARRANTY

Australia (<https://au.grundfos.com/countries.html>)

(<https://au.grundfos.com>)

Grundfos (/) / Legal Issues (/navfooter/legal-issues.html)

/ Grundfos Australia Consumer ... (/navfooter/legal-issues/GrundfosWarranty.html)

Grundfos Australia Consumer Warranty Document

Grundfos Australia Consumer Warranty Document

CONSUMER WARRANTY

1. This warranty applies to GRUNDFOS products where the purchaser acquires the products from a Grundfos Dealer or Onseller for his/her own use and not for purpose of re-supply. Grundfos products purchased as part of other manufacturers' systems are not covered by this consumer warranty. This warranty is in addition to any rights and remedies that the purchaser may have under the Australian Consumer Law and other laws.

2. GRUNDFOS warrants that the products are free from defects. A product is defective if it is not delivered in accordance with the agreement of the parties due to faulty material, design or workmanship.

Not covered by the warranty is damage due to ordinary wear and tear; use of the product for applications for which they are not intended; modifications, alterations or repair of the product undertaken by the Purchaser or a third party (not acting on GRUNDFOS' behalf); failure to follow GRUNDFOS' instructions (whether oral or in writing); installation, commissioning, operation (e.g. use of the product outside its specifications) or maintenance not in accordance with GRUNDFOS installation-, operation-, maintenance- or service manual; use of faulty or inadequate ancillary equipment in conjunction with the product; the application of spare parts of poor quality (excluding the application of any GRUNDFOS original spare parts); accidental or wilful damage or misuse of the product by Purchaser or third party (not acting on GRUNDFOS' behalf); and Purchaser/end user's or its own product's non-compliance with applicable law and regulation.

3. GRUNDFOS is not responsible for the design of the hydraulic systems in which the product is installed, and, therefore, cannot guarantee the product will be able to meet its specifications in the actual application. Material compatibility is not the responsibility of GRUNDFOS.

4. The terms of this warranty policy may be inconsistent with the warranty statement in the product manual. To the extent of any inconsistency, the terms of this warranty shall prevail.

WARRANTY PERIOD

5. This is a limited manufacturer's warranty of 24 (twenty-four) months from the date of purchase.

6. In case of remedy of defects, the warranty period related to the product as such remains the same after remedy, however: a) if part of a product is repaired or replaced, the warranty period concerning such repaired/replacement parts is 12 (twelve) months from the date of repair or replacement; and b) if the whole product as such (e.g. a pump) is replaced, a new warranty period of 24 (twenty-four) months from the date of replacement.

REMEDY OF DEFECTS

7. To make a warranty claim, check first with the dealer/onseller from whom the product was purchased.

Alternatively, you can make a claim under this warranty by writing to auservice@grundfos.com or 515 South Road, Regency Park SA 5010. The notice shall include a description of the problem, product number, serial number (if applicable), a date of purchase and a proof of purchase.

The defective product must be returned to GRUNDFOS workshop at 515 South Road, Regency Park SA 5010 with a proof of purchase (if requested by GRUNDFOS).

GRUNDFOS must remedy defective (parts of) products by repairing or replacing (in whole or part) the defective (part of the) product within reasonable time depending on the nature of the defect.

8. Repair or replacement will be at GRUNDFOS' own cost, however:

a) All cost and expenses related to transport of (parts of) products from Purchaser's site to GRUNDFOS' workshop as well as any costs and expenses for dismounting and mounting and de-/re-installation shall be at Purchaser's account.

b) All cost and expenses related to transport of (parts of) products from GRUNDFOS' workshop back to Purchaser's site shall be at Grundfos' account if it shows that the product subject to repair or replacement suffers from defects covered by GRUNDFOS warranty.

c) All costs and expenses related to transport of (parts of) products to and from GRUNDFOS' workshop, as well as all costs related to repair or replacement shall be at Purchaser's account, if it shows that the product subject to repair or replacement did not suffer from any defects covered by GRUNDFOS warranty. Such payment is to be made by the Purchaser based on GRUNDFOS' pricelists prior to service and shall cover any costs and expenses related to such service.





9. The product may not be disassembled prior to remedy. Any failure to comply herewith will render the warranty null and void. GRUNDFOS reserves the right not to remedy products polluted by poisonous media or other liquids injurious to the environment or people.

STATUTORY RIGHTS

10. GRUNDFOS products come with consumer guarantees that cannot be excluded under the Australian Consumer Law. Consumers under the consumer contracts are entitled to a replacement or refund for a major failure and compensation for reasonably foreseeable loss or damage. Consumers are also entitled to have products repaired or replaced if products fail to be of acceptable quality and the failure does not amount to a major failure.

11. To the extent the product is not of a kind ordinarily acquired for personal, domestic or household use or consumption, GRUNDFOS liability under this warranty is limited to repair or replacement of the product in accordance with section 64A of the Australian Consumer Law.

12. Any warranty given to the Purchaser in relation to GRUNDFOS products by a dealer or onseller (other than the warranty provided in this warranty policy) is not GRUNDFOS warranty and is full responsibility of the provider. GRUNDFOS will not accept claims under any such warranty and will not be liable to the Purchaser or any third party with respect to any such warranty. GRUNDFOS under no circumstances can be held responsible for the fitness for purpose of a re-sold product.

 (<https://www.facebook.com/share.php?u=https%3A%2F%2Fau.grundfos.com%2Fnavfooter%2Flegal-issues%2FGrundfosWarranty.html>)  (<https://twitter.com/home?status=https%3A%2F%2Fau.grundfos.com%2Fnavfooter%2Flegal-issues%2FGrundfosWarranty.html>)  (<https://www.linkedin.com/shareArticle?mini=true&url=https%3A%2F%2Fau.grundfos.com%2Fnavfooter%2Flegal-issues%2FGrundfosWarranty.html>)  (<https://plus.google.com/share?url=https%3A%2F%2Fau.grundfos.com%2Fnavfooter%2Flegal-issues%2FGrundfosWarranty.html>)

Grundfos Pumps Pty. Ltd

Mail: P. O. Box 2040 | Regency Park | South Australia 5942

Delivery: 515 South Road | Regency Park | South Australia 5010

ENDRESS+HAUSER WARRANTY

General Terms & Conditions of Sale

ENDRESS & HAUSER AUSTRALIA PTY LTD

ABN 47 095 963 134

1. Basis of contract

- 1.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 1.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date) and shall be formed on the terms contained in:
 - (a) the Order Confirmation;
 - (b) these Conditions (including Special Terms if any);
 - (c) the Order (including Goods Specification and/or Service Specification referred to in the Order or the Supplier's quotation); and
 - (d) any other documents as referred to in the Order Confirmation.

In the event of any conflict or inconsistency among the documents referred to in the preceding paragraph, the order of priority shall be the order in which such documents are listed above.

- 1.3 The Contract constitutes the entire agreement between the parties and supersedes all previous communications, whether oral or written, relating to the subject matter of the Contract. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier that is not set out in the Contract.
- 1.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, any terms or

conditions contained in, issued with or printed on any order (including the Order), letter of acceptance or the like issued by the Customer do not form part of the Contract and are of no effect whatsoever. The Supplier may amend these Conditions at any time at its discretion.

- 1.6 Any quotation given by the Supplier shall not constitute an offer capable of acceptance until confirmed in writing by the Supplier. It is only valid for a period of 30 days from the date of issue unless the Supplier agrees in writing to extend that period.
- 1.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified. Special terms may apply in respect of software support services and/or other specific services if agreed between the parties (Special Terms).

2. Goods

- 2.1 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, to the maximum extent permitted by law, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Goods Specification that are supplied by the Customer. This clause 2.2.1 shall survive termination of the Contract.
- 2.2 The Supplier reserves the right to amend the Goods Specifications if required by any applicable statutory or regulatory requirements. The Customer acknowledges and agrees that where the Goods Specifications are varied or changed in accordance with this clause 2.2.2, and the costs of providing the Goods increase, the Customer must pay the Supplier the additional costs and expenses it suffers or incurs as a debt due and immediately payable to the Supplier.

3. Delivery of Goods

- 3.1 The Supplier shall deliver the Goods to the location as set out in the Order Confirmation (Delivery Location) and in accordance with the INCOTERM referred to in the Order Confirmation (in the absence of written agreement to the contrary) at any time after the Supplier notifies the Customer that the Goods are ready.
- 3.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 3.3 Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other

instructions that are relevant to the supply of the Goods. If the Supplier's delay in delivery is due to any act or omission of the Customer, the Customer must pay the Supplier any additional costs that it may suffer or incur as a result of the Customer's non-compliance.

- 3.4 If the Customer fails to accept or take delivery of the Goods within 7 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the 10th Business Day following the day on which the Supplier notified the Customer that the Goods were ready and the Supplier shall be entitled to raise an invoice in respect of the Goods deemed delivered; and/or
 - (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including, without limitation, insurance, unloading and additional transportation). The Supplier shall have the right to charge at least 0.5% of the invoiced value of the stored Goods monthly for storage at the Supplier's premises. If storage at third party's premises is required, the costs incurred shall be borne by the Customer.
- 3.5 If 28 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods for which the Customer will be liable to pay as a debt immediately due and payable.
- 3.6 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel the Order or any other instalment.
- 3.7 If the Supplier is responsible for obtaining licences, particularly but not limited to the export/shipment/import of goods, delivery of the Goods shall be subject to the reservation that there are no impediments to the Supplier obtaining such licence due to national or international regulations, particularly export control regulations, embargo or other sanctions, or any other event or circumstance beyond the Supplier's reasonable control.
- 3.8 The Customer shall provide the Supplier with all information and documents required for the export/shipment/import of goods and warrants that all such information and documents are true and correct.

4. Quality of Goods

- 4.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:

- (a) conform in all material respects with their description;
- (b) be free from material Defects in design, material and workmanship (the Warranty).

4.2 Subject to clause 4.3, if:

- (a) the Customer gives notice in writing during the warranty period set out in the quotation, within a reasonable time of discovery that some or all of the Goods do not comply with the Warranty;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost for testing and in the reasonable opinion of the Supplier, the Goods do not comply with the Warranty, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full and refund the costs of returning the Goods to the Supplier.

4.3 Despite any provision to the contrary, to the maximum extent permitted by law, the Supplier shall not be liable for any defect in the Goods:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.4.2(a);
- (b) the defect arises because the Customer failed to follow the Supplier's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- (d) the Customer alters or repairs (or engages a third party to alter or repair) such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions; or
- (f) the Customer has failed to make payment in full for the Goods.

4.4 Despite anything to the contrary, to the maximum extent permitted by law, the Supplier's aggregate liability for any fault, defect, error, omission or lack of functionality or suitability with respect to the Goods will be limited to, and must not exceed, the costs it incurs in complying with clause 4.4.2(c).

4.5 The following only applies if the Customer is deemed a "consumer" under the Australian Consumer Law, which is Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL) and may not apply in the Customer's particular case. The

Supplier's goods come with guarantees that cannot be excluded under the ACL. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is 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. By stating these rights, the Supplier does not vary or extend the remedies otherwise available to the Customer. The contact details of the entity giving this warranty are specified in clause 17.1(u).

- 4.6 The Supplier's obligations in this clause 4 are in place and exclude to the fullest extent permitted by law any implied warranties and conditions, including any implied warranties of fitness for purpose and merchantability.

5. Title and risk

- 5.1 Unless otherwise agreed in writing, risk in the Goods shall pass to the Customer on delivery in accordance with the INCOTERM referred to in the Order Confirmation (in the absence of written agreement to the contrary) or, if none are specified, when the Goods are passed to a carrier for delivery irrespective of any duties which the Supplier may have undertaken with regard to packing, delivery, erection, installation or assembly.
- 5.2 Title to the Goods shall not pass to the Customer until the earlier of:
- (a) the Supplier receives payment in full (in cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; or
 - (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.4.
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.4(b) to 14.4(d).
- 5.4 Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

5.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.4(b) to clause 14.4(d) then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
 - (1) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (2) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them, and the Customer grants the Supplier with all the rights, permissions and consents necessary in order to do so.

5.6 The terms used in clauses 5.6 to 5.9 are defined in the *Personal Property Securities Act 2009* (Cth) (PPSA). The Customer hereby acknowledges that the Contract constitutes a security agreement which creates a security interest in favour of the Supplier in all goods or services supplied by the Supplier to the Customer (if any) and all after acquired goods and/or services supplied by the Supplier to the Customer (or for the Customer's account) to secure the Customer's payment obligations to the Supplier from time to time and at any time, including future advances. The Customer agrees to grant a "Purchase Money Security Interest" to the Supplier.

5.7 The Customer undertakes to:

- (a) sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register (PPSR);
- (b) not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior written consent of the Supplier;
- (c) give the Supplier not less than 14 days' written notice of any proposed change in the Customer's name and/or any other changes in the Customer's

details (including but not limited to changes in the Customer's address, facsimile number, email address, trading name or business practice);

- (d) pay all costs incurred by the Supplier in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Conditions including executing subordination agreements;
 - (e) be responsible for the full costs incurred by the Supplier (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA;
 - (f) give the Supplier free and immediate access to its premises or places within its control to enable the Supplier to enforce its security interests;
 - (g) procure, immediately upon request by the Supplier from any persons considered by the Supplier to be relevant to its security position, such agreement and waivers as the Supplier may at any time require; and
 - (h) the Customer waives any rights it may have under sections 115 of the PPSA upon enforcement.
- 5.8 Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Supplier, the Customer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.
- 5.9 The following provisions of the PPSA do not apply – section 95 (notice of removal of accession, to the extent that it otherwise requires Supplier to give a notice to the Customer), section 130 (notice of disposal, to the extent that it otherwise requires Supplier to give a notice to the Customer), section 132(3)(d) (statement of account), section 132(4) (statement of account if no disposal), section 135(1)(a) (notice of retention, to the extent that it otherwise requires Supplier to give notice to the Customer), and section 143 (reinstatement).

6. Supply of Services

- 6.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 6.2 The Supplier shall use reasonable endeavours to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event. The Customer acknowledges and agrees that where the Services are varied or changed in accordance with this clause 6.3, and the costs of providing the Services increase, the Customer must pay

the Supplier the additional costs and expenses it suffers or incurs as a debt due and immediately payable to the Supplier. This specifically includes any costs incurred by the Supplier in relation to the disposal of Gamma / Radioactive Sources should such items form part of the order.

- 6.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7. Omissions

- 7.1 If within [24 hours] after completion of the Services, you have notified us in writing of any fault, defect or error in the Services, which is caused by a breach of these Conditions by us (Omission), along with a description of the relevant Omission, we will at our own cost:
- (a) remedy the Omission;
 - (b) if we are unable to remedy the Omission, offer you a choice of a credit or a refund with respect to that part of the price applicable to the Omission.
- 7.2 Despite anything to the contrary, to the maximum extent permitted by law, the Supplier's aggregate liability for any fault, defect, error, omission or lack of functionality or suitability with respect to the Services will be limited to, and must not exceed, the costs it incurs in complying with clause 7.1.
- 7.3 The following only applies if the Customer is deemed a "consumer" under the Australian Consumer Law, which is Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL) and may not apply in the Customer's particular case. The Supplier's services come with guarantees that cannot be excluded under the ACL. The Customer is entitled a re-performance or refund for a major failure, and for compensation for any other reasonably foreseeable loss or damage, in relation to the provision of the services by the Supplier. The Customer is entitled to have the Services remedied if they are not rendered with due care and skill or they are not fit for purpose and the failure does not amount to a major failure. By stating these rights, the Supplier does not vary or extend the remedies otherwise available to the Customer.

8 Customer's obligations

- 8.1 The Customer shall:
- (a) pay the price for the Goods and Services in accordance with the Contract;
 - (b) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
 - (c) co-operate with the Supplier in all matters relating to the Services;

- (d) provide the Supplier, its employees, agents, consultants and subcontractors, with unfettered access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Goods or Services, free from harm or risk to health or safety;
 - (e) provide the Supplier with such information and materials and assistance as the Supplier may reasonably require to supply the Goods or Services, and ensure that such information is accurate in all material respects;
 - (f) prepare the Customer's premises for the supply of the Goods or Services;
 - (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - (h) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer Default; and
 - (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 8.3 In instances where the Gamma / Radioactive Sources, the Supplier may be able to provide the Purchaser with means of disposal of said sources, however the Purchaser will be liable for any such costs of doing so.

9. Charges and payment

- 9.1 The price for Goods shall be the price set out in the Order Confirmation. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods.

9.2 The charges for Services shall be on a time and materials basis as agreed between the Customer and Supplier prior to any Services being provided:

- (a) the charges shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Order Confirmation;
- (b) the number of hours in one working day shall be agreed between the Customer and Supplier;
- (c) if the number of agreed hours is exceeded, the Supplier shall be entitled to charge overtime rates on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b) as follows:
 - (1) an additional 33% on the standard daily fee rate for work carried out on week days;
 - (2) an additional 50% on the standard daily fee rate for work carried out on a Saturday;
 - (3) an additional 100% on the standard daily fee rate for work carried out on a Sunday.
- (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.3 The Supplier reserves the right to:

- (a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 8 weeks written notice to the Customer; and
- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - (1) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (2) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

- (3) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.4 In respect of Goods and/or Services, the Supplier shall invoice the Customer on or at any time after completion of delivery of the Goods and/or Services.
- 9.5 The Customer shall pay each invoice submitted by the Supplier:
 - (a) within 30 days of the date of the invoice;
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier; and
 - (c) time for payment shall be of the essence of the Contract.
- 9.6 The price for the Goods and/or charges for the Services shall be inclusive of all taxes in connection with the supply of the Goods and/or Services imposed in the country of Supplier (excluding GST (or any sales or value added tax or goods and services tax or the like), which will be added to the price for the Goods or charges for the Services). The Customer shall be responsible for all taxes in connection with the supply of Goods and/or Services imposed in the country of the Customer (if different country from that of Supplier) and shall reimburse Supplier accordingly.
- 9.7 The price for the Goods and/or charges for the Services will be adjusted in respect of any increase in the cost to Supplier as a result of any variation in exchange rates or any change in law between the date of Supplier's offer and the date of supply. For the avoidance of doubt, the Supplier may vary any quoted price if the quoted price is based on an exchange rate and the exchange rate differs by more than 3% from the date of the quotation and date of order placement. In this clause "change in law" includes any amendment or repeal of any statute, subordinate legislation, any change in interpretation of any law whether under statute or otherwise and any new statute or subordinate legislation including in respect of any new tax, duty or other impost or change in the rate of any tax, duty or other impost.
- 9.8 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount. The interest rate shall be the rate of overdraft facilities for that amount of moneys determined by the Australian and New Zealand Banking Group Limited on the date the moneys become outstanding plus 3%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount

owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. Completion

10.1 The Supplier shall be entitled to a reasonable extension of time for the performance of its obligations under the Contract in the following circumstances:

- (a) any change or variation to or in the Goods or Services to be supplied under the Contract;
- (b) change in law or any delays of any government or statutory authorities;
- (c) any act or omission of the Customer or any of its contractors, consultants, representatives or agents;
- (d) any Force Majeure Event;
- (e) any suspension by the Supplier under clause 14.4;
- (f) any obstruction or site conditions that could not have been expected by an experienced contractor performing the Services;
- (g) any unusual weather conditions affecting the performance the Services;
or
- (h) any delay in the performance of the Services due to the Customer's failure to comply with clause 8.1.

10.2 The Customer shall pay the Supplier the reasonable costs incurred by the Supplier as a result of the matters referred to in clauses 10.1(a), 10.1(b), 10.1(c), 10.1(e), 10.1(f), 10.1(g) and 10.1(h).

10.3 In the event the Customer fails to make payment when due, the Supplier may suspend the performance of the Contract until such time as payment is made and the Supplier shall be entitled to a corresponding extension of time for performance.

11. Variations

11.1 The Customer may not vary the Goods and/or Services and the Supplier shall not be obliged to carry out any variation, unless the Supplier agrees to such variation in writing. Unless otherwise agreed, any variation to the Goods and/or the Services shall be valued in accordance with any applicable rates or prices set out in the Contract or, if these are not applicable to the work the subject of the variation, the rates or prices usually charged for similar work as advised by the Supplier.

- 11.2 Where any of the matters referred to in clauses 10.1(b), 10.1(c), 10.1(e), 10.1(f), 10.1(g) and 10.1(h) reasonably require a change in the Goods or Services to be supplied or the conditions in which the Supplier is to perform its obligations under the Contract then the Supplier shall be entitled to vary the Goods or Services in such manner as the Supplier reasonably considers necessary. The value of such variation shall be calculated in accordance with clause 11.1.

12. Intellectual Property Rights

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Contract and/or the Goods or Services, including in any designs drawings, software, studies, methods of working and technical documentation provided by the Supplier under the Contract or associated with the Services ("Technical Information") and Pre-existing Materials shall be owned by the Supplier.
- 12.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Technical Information, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 12.3 Technical information must be kept confidential by the Customer, its employees, agents or contractors, must not be copied, modified or disclosed by any of them. Any breach of this obligation by employees, agents or contractors of the Customer is deemed to be a breach by the Customer.
- 12.4 The Supplier grants to the Customer a revocable, non-exclusive and non-transferable right to use the Technical Information provided by Supplier for the purposes of operation and maintenance of the Goods and/or taking the benefit of the Services and for no other purpose.
- 12.5 The Supplier shall defend the Customer against any claims for infringement of third party's Intellectual Property Rights arising out of the use of the Technical Information by the Customer under the Contract provided that: (i) the Technical Information has been used in conformity with all applicable licences and the technical requirements of the Contract, (ii) Supplier is notified promptly in writing by the Customer of the assertion of any claim of infringement or actions threatened to be brought, (iii) Supplier is given the authority, information and assistance necessary for the defence of said claims and (iv) the Customer has not made any admission with respect to the infringement of third party's Intellectual Property Rights which might be prejudicial to the defence of such claim.

This clause 12.5 states the entire liability of the Supplier with respect to third parties' Intellectual Property Rights arising out of the use of the Technical Information by the Customer under the Contract.

- 12.6 The Customer grants the Supplier a perpetual, royalty-free, world-wide, unconditional, transferable and irrevocable licence to use, develop, adapts and modify (Use) all intellectual property owned by, or licensed to, the Customer. The Customer must ensure that any such Use does not infringe any Intellectual Property Rights of any person.

12.7 If the Customer or any of its employees, agents or contractors have any Moral Rights in any material provided, used or prepared in connection with this Contract, the Customer must (and must ensure its employees, agents or contractors) consent to the use of infringement of those Moral Rights.

13. Limitation of liability

13.1 Notwithstanding any other provision of the Contract, to the maximum extent permitted by law, the liability of the Supplier to the Customer, whether arising under or in connection with the Contract or the performance or non-performance thereof or anything incidental thereto, and whether for breach or repudiation of contract, by way of indemnity, by statute (to the extent that it is possible to exclude and limit such liability), in tort (arising in respect of negligence, bailment or otherwise), or on any other basis in law or equity is hereby limited and excluded as follows:

- (a) the Supplier shall have no liability whatsoever to the Customer for loss of use, production, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay (except for liquidated delay damages, if any) or for any financing costs or increase in operating costs or any economic loss or financial loss or cost (whether similar to the foregoing or not, and whether suffered by the Customer itself or a result of a claim by a third party) or for any special, indirect or consequential loss or damage;
- (b) the total aggregate liability of the Supplier to the Customer is limited to the amount equal to the price paid by the Customer under the Contract for the Goods and/or Services from which the claim arises.

13.2 Despite anything to the contrary, to the maximum extent permitted by law, the Supplier will have no liability and the Customer releases and discharges the Supplier from all liability, arising from or in connection with any:

- (a) loss of, or damage to, the Goods or Services (or any item used in the provision of the Goods or Services), or any injury or loss to any person;
- (b) failure or delay in providing the Goods or Services; or
- (c) breach of this Contract or any law,

where caused or contributed to by any:

- (d) event or circumstance beyond the Supplier's reasonable control; or
- (e) act or omission of the Supplier or its agents, employees or contractors,

and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Goods or Services.

- 13.3 Despite anything to the contrary, to the maximum extent permitted by law, the Customer indemnifies the Supplier for and against all liability arising from or in connection with any default or wrongful act or omission by the Customer or its agents, employees or contractors.
- 13.4 Despite anything to the contrary, to the maximum extent permitted by law, the Supplier's liability under or in connection with this Contract will be reduced proportionately to represent the share of responsibility that the Supplier has for the loss, damage, injury, death, claim, demand, action, suit, proceeding, cost or expense according to the extent to which the Supplier's breach of any provision of this Contract or the Supplier's negligent or wrongful acts or omissions caused or contributed to the loss, damage, injury, death, claim, demand, action, suit, proceeding, cost or expense in the course of performing its obligations under this Contract.
- 13.5 This clause 13 shall survive termination of the Contract.

14. Termination

- 14.1 Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than 3 months' written notice.
- 14.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so.
- 14.3 Without limiting its other rights or remedies, the Customer may terminate the Contract on 30 days' notice by giving such notice in writing to the Supplier, if the Supplier commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so.
- 14.4 Without limiting its other rights or remedies, the Supplier may, at its discretion; terminate the Contract; suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under this Contract on the due date for payment.
 - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (c) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.5 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
- (d) immediately return to the Supplier all property, including confidential information and intellectual property belonging to the Supplier or its agents, employees or contractors, in the Customer's (or its agents, employees or contractors) possession; and
- (e) not disparage or otherwise make any unfavourable statements or comments regarding the Supplier (or its agents, employees or contractors) regarding the Supplier (or its agents, employees or contractors) either directly or by implication, verbally or in writing

14.6 Clause 14.5 shall survive termination of the Contract.

15 Force Majeure Event

15.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

16 General

16.1 Assignment and other dealings

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 Notices

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case).
- (b) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

16.4 Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

16.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.6 Third parties

A person who is not a party to the Contract shall not have any rights to enforce its terms.

16.7 Confidentiality

Both parties will (and will ensure their agents, employees or contractors) keep confidential, and not use or permit any unauthorized use of any confidential information of the other party without its prior written consent, except where the disclosure is required by law.

16.8 Powers, rights, remedies

Except as provided in this Contract or permitted by law, the powers, rights and remedies of a party under this Contract are cumulative and in addition to any other powers, rights and remedies the party may have.

16.9 Further assurance

Each party must promptly do all things and execute all further instruments necessary to give full force and effect to this Contract and their obligations under it.

16.10 Dispute resolution

Any party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Contract (including any question regarding its existence, validity or termination) without the senior representatives of the parties first meeting to seek (in good faith) to resolve the dispute.

16.11 Governing law

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of New South Wales, Australia. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the supply of Goods under the Contract.

16.12 Jurisdiction

Each party irrevocably agrees that the courts of New South Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

17. Interpretation

17.1 In these Conditions, the following definitions apply:

- (a) Business Day: a day other than a Saturday, Sunday or public holiday in New South Wales (Australia).
- (b) Commencement Date: has the meaning set out in clause 1.1.2.
- (c) Conditions: these terms and conditions as amended from time to time in accordance with clause 1.5.
- (d) Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions and includes the Order Confirmation and these Conditions, and all documents referred to or attached to in these documents.
- (e) Customer: the person or firm who purchases the Goods and/or Services from the Supplier as specified in the Order Confirmation.
- (f) Defect: means non-compliance with this Contract as a result of the Supplier's default.
- (g) Deliverables: the deliverables set out in the Order (if any).
- (h) Delivery Location: has the meaning set out in clause 13.1
- (i) Force Majeure Event: has the meaning given to it in clause 15.
- (j) Goods: the goods (or any part of them) set out in the Order Confirmation.
- (k) Goods Specification: any specification for the Goods, including any relevant plans or drawings that are agreed in writing by the Customer and the Supplier as set out in the Order Confirmation.
- (l) INCOTERM means Incoterm 2010 as published by the International Chamber of Commerce.
- (m) Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (n) Moral Rights: has the meaning given in the *Copyright Act 1968* (Cth).

- (o) Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be.
- (p) Order Confirmation: the Supplier's order confirmation issued to the Customer.
- (q) Pre-existing Materials: all Intellectual Property Rights, Documents, information and materials owned or provided by the Supplier relating to the Goods and/or Services which existed prior to the commencement of this Contract, including computer programs, data, reports and specifications.
- (r) Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.
- (s) Service Specification: the description or specification for the Services provided by the Supplier to the Customer as set out in the Order Confirmation.
- (t) Special Terms: has the meaning set out in clause 11.7.
- (u) Supplier: ENDRESS & HAUSER AUSTRALIA PTY LTD ABN 47 095 963 134, Level 1, 16 Giffnock Avenue, North Ryde, NSW.
- (v) Supplier Materials: has the meaning set out in clause (h).
- (w) Technical Information: has the meaning set out in clause 12.1.
- (x) Use: has the meaning set out in clause 12.6.
- (y) Warranty: has the meaning set out in clause 4.4.1.

IFM ELECTRONIC WARRANTY



Enter search term (e.g. pressure sensor or IO-Link or IFS215 or mac)

 Search

[Homepage](#) » **Warranty Policy**

Warranty Policy for ifm catalogue products

- The following warranty terms and conditions apply to ifm catalogue products.
- The product is exclusively described in the documentation, in particular in the specification.
- ifm guarantees the functionality of its products for a duration of 60 months from the delivery of the product, as long as it is operated according to the specifications.
- The buyer has to immediately inspect the product for any possible defects, at the latest within one month from the delivery, and has to notify any defects in writing.
- In case of a complaint, the buyer has to return the product to the ifm branch office in charge immediately upon discovering the defect, within one month at the latest, along with a fault description and the indication of ifm's article number. ifm will examine the product and send an investigation report to the buyer upon request.
- In case of a justified complaint, the customer will receive a replacement unit free of charge. Moreover, ifm will reimburse the customer for the expenses incurred due to the defect, up to the amount of the purchase price. Further claims are excluded, unless compulsory legal liability provisions apply.

As of: 06/2017

ifm efector pty ltd.

Suite 3 - 745 Springvale Road
Mulgrave Vic 3170

Phone 1300 365 088

email sales.au@ifm.com

GEORG FISCHER WARRANTY

Warranty Statement

Always check for the most current General Terms and Conditions and Warranty Statement at www.gfpiping.com under "Price Lists."

WARRANTY AND LIMITATIONS

Seller's Products are carefully inspected for manufacturing defects; however, it is not always possible to detect hidden defects.

Seller warrants that its products shall conform to the description of such products as provided to Customer by Seller through Seller's catalog, analytical data or other literature. **THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR COURSE OF DEALING OR USAGE OF TRADE – WHICH ARE HEREBY DISCLAIMED.** Seller's warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Customer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller. **Seller does not warrant any Products obtained through an unauthorized Distributor, Dealer, or Agent.**

LIMITATIONS OF REMEDY

Seller's sole and exclusive liability and Customer's exclusive remedy with respect to products proved to Seller's satisfaction to be defective or nonconforming shall be repair or replacement of such products without charge or refund of the purchase price, in Seller's sole discretion, upon the return of such products in accordance with Seller's instructions. **SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF CUSTOMER OR OTHER USE OR ANY LIABILITY OF CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE.** Any and all claims of Customer against Seller must be brought within one (1) year of Seller's tender of delivery, regardless of their nature.

TYPE 546 MANUAL VALVE LIMITED LIFETIME WARRANTY

What This Warranty Covers

This Limited Lifetime Warranty is provided only to the original user of the Type 546 Manual Valve, or a Type 546 Manual Valve distributor authorized by Georg Fischer Piping Systems Americas (hereinafter "Seller"). Seller warrants to the original user or to the authorized distributor that the Type 546 Manual Valve, if used in accordance with these instructions, will be free of defects in material and workmanship. This limited lifetime warranty is not applicable to any other Georg Fischer Piping products, or to any products not manufactured by Georg Fischer Piping.

How Long This Warranty Lasts

This Limited Lifetime Warranty lasts as long as the original user or authorized distributor owns the Type 546 Manual Valve.

What Georg Fischer Piping Systems Americas Will Do

At Seller's option, Seller will repair, replace, or substitute a defective Type 546 Manual Valve with a Type 546 Manual Valve of equal value. Repair or replacement as provided under this Limited Lifetime Warranty is the EXCLUSIVE remedy under this Limited Lifetime Warranty.

What This Warranty Does Not Cover

This Limited Lifetime Warranty does not apply to Type 546 Manual Valves characterized by one or more of the following:

1. Valves that have been subject to abuse, misuse, neglect, accident, fire, improper installation, storage, handling or adjustment, or corrosion.
2. Acts of God, including, but not limited to fire, flood, hurricane, tornado, earthquake, electro-static or any other similar natural cause beyond the control of Seller.
3. Valves that have been modified or altered outside of or beyond Seller specifications.
4. Valves used in application other than those recommended by Seller, either in its most recent catalog or in the instructions accompanying the Type 546 Manual Valve.
5. Freight charges, installation cost, labor cost, damage to related components, and cost incurred due to down time, from normal wear and tear of the valve.

What To Do To Make A Claim

To make a claim under this Limited Lifetime Warranty, product must be returned to Seller for evaluation and disposition. Please contact Seller for a Return Material Authorization (RMA) number prior to sending product back. When returning the product, please include (i) written proof of purchase, which includes the date, amount, and place of purchase; (ii) a written description of the claimed defect(s) using the GF Material Evaluation Form with a photo of the application if practical; and (iii) completed GF Material Safety Disclosure Form. Seller shall have 48 hours following receipt of any Type 546 valve returned for warranty claim to investigate the claimed defects, and the original user or authorized distributor shall give Seller (or its agents) reasonable access to the application of the valve for inspection purposes. Seller's address for warranty services is:

Returns Department

9271 Jeronimo Road
Irvine, CA 92618

Each of the above mentioned terms must be met in order to qualify for Limited Lifetime Warranty coverage.

Signet Limited Warranty

Georg Fischer Signet LLC warrants its products to be free from defects in material and workmanship under normal use for a period of two years from date of purchase by the initial owner, or three years from date of manufacture, whichever comes first. Moving parts, such as meter movements, are only warranted for twelve months from date of purchase.

Products returned must be shipped prepaid and insured. Proof of date of purchase will be required before warranty repairs can begin. Warranty claims are processed on the condition that prompt and detailed notification of a defect is given to Georg Fischer Signet within the warranty period. All warranty and non-warranty repairs being returned to the factory must include a fully completed Service Form. Product returned without a Service Form may not be warranty replaced or repaired.

Georg Fischer Signet LLC will not cover under warranty any of the following items:

Defects caused by abuse or electrical damage, products damaged during shipment to the factory or if the product is improperly packed, repair attempts by anyone other than authorized service personnel, and costs associated with product return such as plant downtime, re-installation, labor and out-of-pocket expenses. Signet products with limited shelf-life [e.g. pH, ORP, chlorine electrodes, calibration solutions e.g. buffers, turbidity standards or other solutions] are warranted out of box, but not warranted against any damage, due to process or application failures [e.g. high temperature, chemical poisoning, dry-out] or mishandling [e.g. broken glass, damaged membrane, freezing and/or extreme temperatures].

Application of Additional Warranties

GEORG FISCHER PIPING SYSTEMS AMERICAS LIMITED LIFETIME WARRANTY AND REMEDIES SET FORTH HEREIN ARE THE ORIGINAL USER'S, AND AUTHORIZED DISTRIBUTOR'S, SOLE AND EXCLUSIVE REMEDIES, AND ARE OFFERED BY SELLER IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AND/OR REMEDIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES OR GUARANTEES ARISING BY OPERATION OF LAW, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

In no event shall Seller be liable to the original user or authorized distributor or third parties for lost profits, consequential, incidental, punitive, exemplary or other similar damages.

This Limited Lifetime Warranty may not be modified except in a written instrument signed by an officer of Georg Fischer Piping Systems Americas. Seller shall not be bound by, and the original user or authorized distributor shall not rely upon, representations made by individuals or agents of Seller (including, without limitation, authorized distributors of GF Type 546 Manual Valve) in regards to GF Type 546 Manual Valves, except as contained in this Limited Lifetime Warranty. This Limited Lifetime Warranty is only valid in the United States of America. This Limited Lifetime Warranty gives the original user and authorized distributor certain specific legal rights, and the original user or authorized distributor may also have other rights that vary from state to state. Some states' laws do not allow the limitation/exclusion of incidental or consequential damages, or otherwise restrict the limitations contained herein, so some of the exclusions above may not apply to you.

#95977

General Terms and Conditions of Sale

These GF Piping Systems USA Terms and Conditions (Rev.11/2018) supersede all previous Terms and Conditions for Georg Fischer LLC and Georg Fischer Harvel LLC.

It is the responsibility of the Distributor, Dealer, or Agent to provide a current copy of these Terms and Conditions to the Consumers of Georg Fischer Piping products.

Always check for the most current General Terms and Conditions and Warranty Statement at www.gfpiping.com under "Price Lists," which supersede and replace these General Terms and Conditions and Warranty Statement. If unable to access this website please request a copy at (714) 731-8800.

Acceptance of Terms and Conditions

Acceptance by Customer of GF Piping Systems USA, (hereinafter "Seller") offer of Products for sale is hereby expressly conditioned upon Customer's acceptance of these General Terms and Conditions of Sale and these General Terms and Conditions of Sale will be deemed accepted, as written, despite any language in Customer's purchase order and/or other documentation which is either conflicting or supplemental, unless promptly after this offer, Customer specifically advises Seller of each term and condition not so accepted and Seller accepts Customer's conflicting and/or supplemental term(s) in writing.

Order Acceptance

Seller reserves the right to accept or reject any order. Possession of a price list by Customer does not constitute an offer to sell.

Credit Approval and Minimum Order Charge

Customer credit approval is required prior to any shipment.

The minimum order is \$100 net.

List Price, Discount or Freight Charges

List prices, discount, and freight terms are subject to change without notice. All prices are F.O.B. Seller's factory or authorized warehouse at Seller's discretion.

Quotes

All prices provided by the Seller are in US currency and cover only the goods expressly specified. Quotations are valid for a period of 30 days unless otherwise specified. HDPE Pipe pricing is valid for seven (7) days after quote issuance unless otherwise stated or unless there has been fundamental change to our cost exposure within the seven (7) day period.

Payment Terms

Net 30, from date the invoice is issued unless otherwise stated in a specific quotation. No unauthorized deductions allowed, such as deductions for pending Return Material Transactions that are subject to review. Seller reserves the right to apply a finance charge to the balance of any past-due invoice (over 30 days from date of invoice) at a rate of 1.5% per month, 18% per annum. Payment terms on fusion machine rentals net 30; see rental agreement for more details.

Taxes

Seller charges Customer for all sales, excise and other taxes and governmental charges Seller is required to collect from Customer. Customers claiming exemption must furnish documentation required by law, which is satisfactory to Seller to permit Seller to refrain from collecting such charges.

Order Changes or Cancellations

Cancellation or modifications of orders may be possible only with prior written consent from Seller. Since all orders are individually entered for processing immediately upon receipt, Seller reserves the right to charge back to the Customer costs incurred from either order cancellation or order modification. Seller also reserves the right to consider all order additions as new orders and subject to all terms and conditions. Seller will not cancel orders for custom or non-cancelable products if Seller has already produced the product or incurred expenses toward producing the product at the time the Customer seeks to cancel.

Delivery

Seller disclaims liability for consequential damages from late deliveries unless seller assumes liability for such damages in writing when the order is placed. Further, Seller disclaims liability where delivery delays caused by strike, differences with workmen, or causes beyond Seller's control, including but not limited to fires, floods, accidents, government actions, shortages of labor, raw materials, production facilities, or transportation. Where delivery delays are caused by labor problems, Seller is not obligated to seek or obtain any settlement, which, in Seller's judgment, is not in Seller's best interest.

Standard Packaging

Seller will accept orders from Customer exclusively in multiples of the standard packaging quantity or boxed quantity. Seller reserves the right to reject any order that is not a standard packaging or boxed quantity of a Product.

Always check for the most current General Terms and Conditions and Warranty Statement at www.gfpiping.com under "Catalogs and Pricing"

Freight

Continental US – Full freight will be paid on the following orders:

1. Pipe \$8,000 net or greater in one of the following categories:

- | | |
|--------------------|--|
| a. PPro-Seal | f. PVC and CPVC, including shapes and rods |
| b. Contain-It | g. PVC and CPVC, metric |
| c. Fuseal (1½"–6") | h. Blazemaster |
| d. SYGEF | i. COOL-FIT ABS |
| e. PROGEF | |

Combination of products to meet freight allowance is at the sole discretion of the Seller.

2. Fittings, Valves, & Actuation \$2,200 net or greater

Freight allowed orders will be sent by a designated carrier of Seller's choice. Additional charges will be invoiced to Customer for special handling and airfreight when requested. Standard Pipe lengths require long truck beds for shipping and may be shipped separately from valves and/or fittings purchased on the same order. Valves and/or fittings will be shipped using practical shipping methods.

Freight will not be paid on the following orders:

- | | |
|--|---|
| a. Signet Product | h. International Orders |
| b. Custom Products | i. Fusion Machines and Accessories |
| c. PVC and CPVC Fabricated Fittings 14" and larger | j. HDPE Pipe |
| d. Fuseal Squared, Tanks and Accessories, and Special Fabrications | k. Duct Pipe |
| e. Fuseal Large Diameter Pipe and Fittings 8" and larger | l. Large Diameter EF Couplings 14" and larger |
| f. Pre-insulated Pipe, including COOL-FIT | m. HDPE MJ's, Flange Adapters and Flange Rings 14" and larger |
| g. Double-See | n. HDPE Fabricated and/or Mitered Fittings |

Unless otherwise specified, shipments are surface, prepaid and added to invoice.

Mode of Shipment and Packaging

Seller reserves the right to ship orders in the most economical manner, as long as the product is shipped on or before the promised ship date. If product ships after the promised ship date, Seller may automatically adjust the shipping method to help improve delivery of the delayed shipment, at no additional cost. If Seller pays freight, Seller may hold shipment until all items become available. Customer bears extra cost of non-standard packaging or handling requested by Customer.

Transfer of Ownership

All products are FOB Seller's facility and title of merchandise transfers when product is loaded onto carrier. Claims for damaged merchandise should be made to carrier by Customer.

Non-Conforming Shipments

Customer must notify Seller in writing within 7 days after receipt of shipments not conforming with Customer's order, stating specifically Customer's claim of non-conformity, or Customer is deemed to accept the shipment as is. If Seller is satisfied the shipment is non-conforming, Seller will (i) credit Customer for the price of defective goods or goods shipped but not ordered (including allocated outbound and return freight) upon return of goods; (ii) promptly ship omitted items waiving Seller's new order charges. Customer is required to make timely payment to Seller of any amount, which is undisputed, or not subject to such claims.

Return of Goods for Credit

Seller accepts returns of certain Engineered Piping Products, Valve and Actuation Products, Signet Instrumentation Products, Waste and Containment Products, PVC/CPVC/HDPE Fittings and Accessories for a standard restock charge of 25%. Pipe and Custom Products are not returnable. Products denoted with a caret (^) symbol in front of the part number in the current Master Distributor Price List have a 40% restock and products denoted with an asterisk (*) symbol are non-cancelable/non-returnable. Only products purchased within the past six (6) months, in original "like new" packaging (full carton quantities), of current design, and listed in the current Master Distributor Price List shall be considered for returns. All products qualifying for return are subject to review for marketability (quantities in question in relationship to historical stock movement) before issuance of a Return Material Authorization (RMA) number. Returns due to Seller's product warranty or order entry/shipping error will not be charged a restock fee. Product for credit consideration should be returned to location designated by Seller. All returns are subject to inspection upon receipt. No credit will be issued until the returned material has been inspected, accepted, and processed. Customers will be contacted if quantity differences and/or non-acceptable material are found during inspection. Any credit issued will reflect only quantities actually received and accepted by Seller. Disposition (return to Customer or scrap) of returned product not accepted back by Seller must be provided by Customer within 10 business days, otherwise it will be subject to disposal. All material returns must be accompanied by a valid Return Material Authorization (RMA) number. RMA numbers may be obtained from the Inside Sales Department. When requesting a RMA, the original purchase order number and date of purchase must be provided. All material returns must be received within thirty (30) days of the RMA issuance. All material returns must be shipped freight prepaid and arrive to Seller's location in saleable condition. No collect shipments will be accepted by Seller. Restock charges and prepaid freight do not apply to warranty defective merchandise or returns due to Seller order entry or shipping errors.

Return of Goods for Warranty Evaluation

When requesting a RMA for material evaluation, Customer must first complete and submit a Material Safety Disclosure sheet and Request For Evaluation form obtained from Customer Service. Material arriving to Seller without a valid RMA number will be returned to the customer/distributor, freight collect. RMA numbers must be clearly referenced on all shipping documents and shipping containers.

Technical Documentation and Intellectual Property

Unless specified otherwise, technical documents such as drawings, descriptions, illustrations and the like constitute only an approximate guide. Seller reserves the right to make any changes considered necessary. Seller expressly reserves any and all intellectual property rights therein.

Warranty and Limitations

Seller's Products are carefully inspected for manufacturing defects; however, it is not always possible to detect hidden defects.

Seller warrants that its products and/or services shall conform to the description of such products or services as provided to Customer by Seller through Seller's catalog, analytical data or other literature. **THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR COURSE OF DEALING OR USAGE OF TRADE – WHICH ARE HEREBY DISCLAIMED.**

Seller's warranties made in connection with the sale of Products shall not be effective if Seller has determined, in its sole discretion, that Customer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller. Seller does not warrant any Products or Services obtained through an unauthorized Distributor, Dealer, or Agent.

Limitations of Remedy

Seller's sole and exclusive liability and Customer's exclusive remedy with respect to products proved to Seller's satisfaction to be defective or nonconforming shall be repair or replacement of such products without charge or refund of the purchase price, in Seller's sole discretion, upon the return of such products in accordance with Seller's instructions. **SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, OR IN CONNECTION WITH ANY SERVICES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF CUSTOMER OR OTHER USE, ANY LIABILITY OF CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT OR SERVICE, INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE.**

Any and all claims of Customer against Seller must be brought within one (1) year of Seller's tender of delivery, regardless of their nature.

Services

In the event Seller provides any technical or other information, advice, suggestions, assistance, work, training, or services of any kind to Buyer ("Services"), whether or not for a fee, **SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO SUCH SERVICES, EXCEPT AS STATED IN THESE TERMS AND CONDITIONS.** The willingness of Seller to provide the Services is based upon Buyer's acceptance of and agreement to the terms, conditions, and obligations set forth herein and in any related Service Agreement signed by Buyer.

Welder Certifications

Training and certifications, for example, Level I, II, III (Welder Certifications) are provided based on the agreement of Buyer to follow and conform to all instructions, recommendations, and requirements of such certifications and related training. Buyer shall indemnify, defend and forever hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) resulting or arising from the acts or omissions of Buyer, its directors, officers, employees, agents, suppliers, customers, parents, affiliates, subsidiaries, successors and assigns (all collectively referred to herein as "Buyer") related to or arising from Welder Certifications, or the performance of any related work by Buyer. The foregoing shall apply, but shall not be limited to, injury to person (including death) or damage or harm to property or the environment. Buyer shall not be obligated to indemnify Seller for any fine, penalty, suit, action, claim, liability, judgment, cost, or expense to the extent attributable to Seller's negligence or willful misconduct.

Export Law Compliance

Buyer represents that Products will not be diverted, transshipped, exported or re exported to any country whatsoever, except in accordance with all applicable United States laws and regulations, including, but not limited to the Export Administration Act of 1979, and the regulations issued thereunder.

EU GDPR Compliance

Seller affiliates are subject to the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when acting as a controller or processor of personal data of an individual data subject located in the European Union, as those terms are defined in the GDPR. Buyer acknowledges and agrees that it may be acting as a processor of personal data for Seller or its affiliates under these Terms and Conditions and that all applicable requirements of the GDPR are incorporated by reference herein. Buyer represents and warrants that (1) it is aware of and understands its compliance obligations under GDPR; (2) it will process personal data received from Seller or its affiliates only in accordance with Seller instructions and only in compliance with GDPR; and (3) with regard to its obligations under these Terms and Conditions it shall comply with all applicable requirements of the GDPR to the same extent as required for Seller.

Assignment

Customer may not assign its rights under or interest in any purchase order without the prior written consent of Seller. These terms and conditions of sale shall be binding upon and inure to the benefit of Customer and Seller, their successors and permitted assigns.

Applicable Law

The sale and purchase of Products and/or Services shall be governed by, and these terms and conditions shall be interpreted in accordance with the laws of the State where the Products purchased hereunder are manufactured or Services purchased hereunder are performed. All disputes hereunder shall be resolved in courts of competent jurisdiction located within the State where the Products sold or Services performed hereunder are manufactured or performed. The parties hereby waive the right to trial by jury.

Relationship of the Parties

The relationship between the parties shall be that of Seller and independent contractor. Neither Party shall be the agent of the other or have authority to act on behalf of the other party, except in a manner and to the extent provided herein or otherwise agreed to in writing. There is no special relationship between the parties or between Seller and any customer of Buyer. This Agreement creates a contractual relationship among the parties hereto, and creates no other relationship, including but not limited to a franchise, partnership, joint venture, agency, or any form of fiduciary or special relationship. Buyer agrees that it will never represent itself to third parties as having any relationship with Seller other than that of independent contractor.

Entire Agreement

These terms and conditions constitute the entire and complete agreement between Seller and Buyer concerning the sale and purchase of Products or Services. Neither party shall claim any modification, amendment or release from any of these terms and conditions unless the parties have entered into a mutual agreement to that effect, signed by Buyer and Seller.

**MEDIA FILTER & CARTRIDGE FILTER
(WAVE CYBER) WARRANTY**



Wave Cyber (Shanghai) Co., Ltd

Address: No. 218, Song Hai Road,
Qing Pu Industrial Zone, Shanghai
201703 China
Phone: 86-21-69758588 Fax: 86-21-69758288
E-mail: webmaster@wave-cyber.com

Limited Warranty

A limited manufacturer's warranty applied to each pressure vessel manufactured by Wave Cyber (Shanghai) Co., Ltd. Wave Cyber pressure vessels are designed to use both in residential and commercial or industrial water treatment application.

- Residential pressure vessels size 6" to 13" in diameter which are installed for residential application is warranted to be free from manufacturing defects for a period of 10 years from the date of manufacture.
- Commercial and industrial pressure vessels size 14" to 63" in diameter which are installed for commercial and industrial application is warranted to be free from manufacturing defects for a period of 5 years from the date of manufacture.

Applications other than those listed above must be approved in writing and prior to use and installation for warranty coverage to apply. Wave Cyber pressure vessels are not approved for any hydro-pneumatic, pneumatic and non-water applications.

Any such vessel fails within the warranty period will be replaced without charge provided that the operation conditions conform to the performance conditions listed on each vessel label. Warranty replacement does not cover failure attributed the following.

- Liner abrasion caused by faulty distribution system
- Freezing or exposure to storage temperature below -20°F (- 29°C).
- External damage due to impact.
- Contain corrosive liquids or gases.
- Vacuum or water hammer.

The warranty does not cover reimbursement for labor and consequential damage and is subjected to a return authorization procedure. The cost of returning vessels for replacement or evaluation is not covered in this warranty. The limited warranty gives you specified legal right according to the law of People Republic of China.

RO PRESSURE VESSEL (CODELINE)
WARRANTY

CODELINE®

The pressure vessel should not be used as a support. Piping manifolds and other fittings should be supported by properly designed system framework. Operating personnel should be discouraged from applying undue force to any fittings connected directly to a pressure vessel.

Accessibility

Pressure vessels should be positioned within the system such that the elements can be inserted at the upstream end and removed from the downstream end (i.e. elements are installed and removed in the direction of feed flow).

CAUTION: Pressure vessels may cause loss of life, severe bodily harm or property damage if not correctly installed, operated and maintained.

Appendix

Contents

- Limited Warranty

Limited Warranty

Pentair Water India Pvt. Ltd., a division of “Pentair Water” manufactures its products (“Products”) and parts (“Parts”) under the highest standards of workmanship using quality materials. Accordingly, Pentair Water expressly warrants these Products and Parts as follows:

Warranty coverage

- a) All the “CodeLine” & “Pentair” branded membrane housing products are warranted to the original owner to be free of defects in material and/or workmanship under normal use for a period of one (1) year from date of Invoice.
- b) Any replacement Product or Part provided hereunder will be warranted against defects in material and workmanship for the unexpired portion of the one-year warranty period applicable to the goods

Exclusions from this limited warranty

This warranty does not cover:

1. Defects not reported to Pentair Water within the above described warranty period.

2. Any items manufactured by other companies. Such items may carry warranties offered by the original manufacturers.

3. Problems resulting from failure to comply with installation instructions or drawings, or improper installation.

4. Damage caused by acts of nature or problems resulting from abuse, misuse, negligence or accident by any party other than Pentair Water.

5. Problems resulting in whole or in part from alteration, modification or attempted repair of these Products or Parts by any party other than Pentair Water.

6. Normal wear of replaceable components, including elastomeric Seals, Spacers etc. These parts require maintenance as part of a yearly service schedule.

7. Noncompliance with applicable codes, and ordinances including without limitation, plumbing codes.

8. Damage due to chemical attack.

9. Warranty applied only to original owner at the original installation location.

10. Shortages in receipt of spares/components/products not intimated to the seller within 60 days of the receipt by buyer.

Warranty obligation of Pentair

Should a defect in workmanship and/ or material in Products or Parts covered by this warranty become evident during the term of the warranty, then upon compliance with the procedures, as set forth below, Pentair Water, at its option, will: In the case of Products, issue a credit in the amount of the original purchase price of the product, or repair or replace the defective Products. Pentair Water will consider, in good faith customer preference in making a determination whether to issue a credit or repair or replace a Product. In the case of Parts, whether purchased new or exchanged on a Product by other parts, Parts may not be returned for credit or repair. Pentair Water will only be responsible for the replacement of defective parts.

Procedure for obtaining warranty performance

Workmanship, the buyer must promptly notify Pentair Water in writing. In no event may that notification be received by Pentair Water more than 30 days after the end of the warranty period. Any goods that the buyer believes to be defective are to be returned to Pentair Water factory for examination. However, upon request of the buyer, Pentair Water may, at its discretion, agree to examine the goods in the field. If, upon examination by Pentair Water, any goods sold under this agreement or purchase order do fail to conform to CodeLine / Pentair-specifications, or prove to be defective in material or workmanship, Pentair Water will supply an identical or substantially similar part F.O.B., Pentair Water factory; or Pentair Water, at its option, will repair such part or give credit to the buyer for the original cost of such goods. However, if the goods were examined in the field and Pentair Water determines that they do conform to CodeLine/Pentair-specifications, the buyer will be responsible to pay to Pentair Water, a \$750 field service charge, plus travel expenses and a \$750 per diem charge.

No other warranties. To the maximum extent permitted by applicable law, PENTAIR WATER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, with regard to the Product(s), Part(s) and/or any accompanying written materials. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

No liability for consequential damages. To the maximum extent permitted by applicable law, in no event shall Pentair Water be liable for any damages whatsoever (including without limitation, loss of time, inconvenience, expenses such as telephone calls, labor or material charges incurred in connection with the removal or replacement of the Product(s) or Part(s), special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the defective Product(s) or Part(s), even if Pentair Water has been advised of the possibility of such damages. In any case, Pentair Water entire liability under any provision of this Limited Warranty shall be limited to the amount actually paid for the Product(s) or part(s). PLEASE NOTE: Because some states/ jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusion may not apply.

Warranties or representations by others - No dealer or other person has any authority to make any warranties or representations concerning Pentair Water or its products. Accordingly, Pentair Water is not responsible for any such warranties or representations.

Other rights - This warranty gives specific legal rights, and other rights may apply.

Disclaimer : All information included in this publication is based on the latest information available at the time of printing. Pentair reserves the right to make changes at any time without notice and without incurring any obligation whatsoever. Photocopying of this publication by authorized original equipment manufacturers who have purchased directly from Pentair, or by persons using the materials for legitimate educational purposes, is approved by Pentair. Otherwise all copyright protection afforded by the law applies.
USER MANUAL CODELINE 80E SERIES EN 3215 @2015 PENTAIR. All Rights Reserved.

RO MEMBRANE (HYDRANAUTICS) WARRANTY



Material & Workmanship Membrane Element Warranty

Hydranautics warrants workmanship and materials of the Hydranautics manufactured spiral wound reverse osmosis membrane elements as follows:

WORKMANSHIP AND MATERIALS

Hydranautics warrants to the original buyer that its new products are free from defects in workmanship and materials for a period not to exceed 12 months from date of shipment, provided, however, that goods are used and maintained in accordance with Hydranautics specifications and good engineering practices.

REMEDY

Hydranautics' obligations under this warranty are limited to the repair, or, at Hydranautics' option, the replacement of any goods or parts thereof which are returned freight prepaid to the Hydranautics, and when examined by Hydranautics, are found to be defective under the terms of this warranty.

Elements examined as part of a warranty claim and which are found to be performing as warranted will be returned to the Buyer freight collect and a charge of \$100.00 per element will be levied against the Buyer.

SHIPPING

Elements repaired or replaced by Hydranautics shall be supplied ex-works Oceanside, CA.

DISCLAIMER

There are no warranties established or implied including the warranty of merchantability other than those set forth hereinbefore.

In no event Hydranautics will be liable for consequential or indirect damages, including, but not limited to, loss of profits, plant downtime, or suits by third parties against Buyer.

ASSIGNABILITY

This warranty shall not be assigned or transferred; except in the event the Buyer has purchased the elements for resale, the Buyer may assign this warranty to its customer.

Hydranautics Corporate: 401 Jones Road, Oceanside, CA 92054, U.S.A.

1-800-CPA-Pure

This version of the Hydranautics warranty supersedes and replaces any previous warranty offers made by Hydranautics.

