



EC-W-001
2020 Limited Warranty

Date: 08/04/2020

Revision: 3



Warranty Information

Enviroconcepts International Pty Ltd – Limited Warranty (2020)

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

1. What does this warranty cover?

Enviroconcepts International Pty Ltd warrants that its products are free from defects. This is subject to normal use, correct installation, reasonable maintenance and the exclusions set out in this warranty.

2. How long does this warranty last?

This warranty begins on the date of shipment.

The Warranty for any Structural Components including washpads, gutters, gantries, walkways, patios, roofs, skids, walls, ramps, tracked wear plates, gutter lids and specialised product stands (containers & pipes for example) is valid for 5 years.

The Warranty for Parts & Components including pipes, pumps, hoses, motors, chains, tanks, filters, electrical components and floats is valid for 1 year.

Consumables are generally not included in the warranty.

3. What will Enviroconcepts International do if there is a defect?

You must notify us immediately if there is a defect of any kind.

In time critical situations, you may be required to carry out the repairs at your cost, then allow us to inspect the defective product to determine warranty.

Subject to the exclusions set out below, Enviroconcepts International will cover the cost of repairs (by any means at its sole discretion), replace or re-install any defective part or portion of the product which it deems is covered under this warranty.

4. What is required of me to maintain a Valid Warranty?

Subject to these terms and conditions you are required to maintain the following to ensure a Valid Warranty;

Normal maintenance servicing by authorised repairers including (but not limited to): Media changes, motor and pump services, general system and filter cleaning, regular clearing of settled solids and debris from all gutters and catchment areas.

Proof of these services may be requested.

5. What is not covered by this Warranty?

5.1: Enviroconcepts International's liability under this warranty is limited to the cost of repairing, replacing or re-installing any defective part or portion of its product. Enviroconcepts International will not provide any other form of compensation or be liable to pay any other costs associated with any ancillary damage.

5.2: Enviroconcepts International is not liable for, and this warranty does not cover (subject to the provisions of the Australian Consumer Law);

5.2.1: Failure caused by, contributed in whole or in part by, or resulting from any of:

- a) Abuse, such as, without limitation, vandalism;
- b) The introduction of any chemical that would not be permitted in household sewer and not previously approved by Enviroconcepts International
- c) Temperatures greater than the domestic hot water standard both during operation and storage;
- d) Natural disasters or causes, such as flooding, storm, lightning, cyclone or earthquakes;
- e) Attachments to or modifications of the product not authorised in writing by Enviroconcepts International;
- f) External causes, where external, physical or chemical qualities produce damage to the product, its parts or portions such as, without limitation to, unsuitable or hostile environment including the use of a flame or torch or excessive maltreatment including damage or deformation to plastic parts due to extended exposure to direct sunlight; and/or;
- g) Another cause beyond Enviroconcepts International's control including other stresses placed on the product or its contents that are not considered normal to the original intended use of function of the product.

5.2.2: Any economic loss or damage for any consequential or indirect economic loss or damage caused directly or indirectly by our products.

5.2.3 Any injury, loss or damage to persons, property arising out of or in any way as a consequence of the installed product, including any incidental loss or damage to persons or property, loss of use, inconvenience or other incidental or consequential costs.

5.2.4 Any expense not authorised in writing by Enviroconcepts International prior to incurring said expense.

5.2.5 Damage attributed to any of the following:

- a) During shipment, transportation or delivery of the product.
- b) Normal wear and tear of any items including (but not limited to) oil and fuel filters, nozzles, guns, wands, quick connects, O-rings, seals, packing, valve or valve assemblies, water filters, laterals, cartridges, belts, brushes, discharge hoses oil skimming belts, blades, filter media, ozone bulbs etc.
- c) Inadequate electricity, water, venting or fuel supplies.

6. Exclusions of other representations.

Enviroconcepts International excludes all other representations, warranties, conditions and promises in relation to the quality, fitness or suitability of the product except those which are set out in this warranty and/or by virtue of law, cannot be excluded.

7. What Enviroconcepts International must do to honour this Warranty.

If you make a claim, Enviroconcepts International will assist you wherever possible to get the problem rectified. We will then verify and promptly inspect your claim and advise you whether this warranty applies to your claim.

Assuming the claim falls within this Warranty, Enviroconcepts International will notify you on how it intends or proposes to fix the defect(s) and carry out those works promptly.

In the case of a Pass-through Warranty as may apply to certain items, Enviroconcepts International will happily aid you in replacement of the faulty product at your cost. Upon return of the faulty product to the manufacturer and successful warranty claim, Enviroconcepts International will credit your account accordingly.

If the issue is highly technical, we may choose to put you in touch with the manufacturer for diagnosis or to assist in the warranty claim.

8. What you must do and how to claim.

To make a claim you must contact Enviroconcepts International in writing using the details stated in the letterhead above.

You must provide Enviroconcepts International with the following information and any other additional information that may be requested within 7 days of the defect becoming evident.

- Address where the product was installed;
- Date of the installation;
- Details about the nature and extent of defect(s) ;
- How you came to diagnose and confirm
- Events leading up to the issue.
- Detailed and specific photos and/or video.
- Diagnosis report from a local technician relevant to the fault/part i.e: Plumber or Electrician.

To entitle you to claim, you must give Enviroconcepts International the opportunity to investigate your claim prior to engaging any other person to investigate or carry out works on the Product. A failure to do so may void this warranty.

If a replacement part is required, a new part must be purchased through Enviroconcepts International and will be sent upon receipt of payment under your standard account terms, as soon as the part becomes available.

The faulty part must be sent back to Enviroconcepts International within 30 days of the Warranty Claim being lodged for evaluation by the manufacturer. Upon evaluation, your account will be credited if the warranty claimed is accepted.

Items must be sent at your cost via traceable parcel and the tracking number must be provided to Enviroconcepts International on the day of dispatch.

Items sent outside of the abovementioned timeframe without a tracking number provided are not guaranteed to be covered by any warranty. If you have special requirements and require more time before being able to send the parts for evaluation, you must notify Enviroconcepts International immediately.

9. Can I transfer this product Warranty?

No, this product warranty is not transferable.

10. Do I have to pay the cost of making a claim?

Enviroconcepts International will not charge you for processing your claim on the Warranty. If this Warranty responds to your claim, Enviroconcepts International will be responsible for Product repair or replacements costs only. You are responsible for the following costs:

- Those incurred by you in making a claim;
- Any costs incurred prior to Enviroconcepts International being made aware of your claim;
- Freight and delivery of any diagnostic or replacement parts;
- All service and/or labour costs associated with the works completed under this warranty; and
- All investigation costs of your claim if the investigation reveals the claim is not covered by this warranty. In which case Enviroconcepts International will issue you an invoice to be paid without delay.

11. Warranty in addition to rights under law.

The benefits to you under this Warranty are in addition to the other rights and remedies you have under a law in relation to the goods and services to which the warranty relates.

Warranty Executed by;



Alexander Winter

Director

Enviroconcepts International Pty Ltd

info@enviroconcept.com.au

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