

Grundfos Australia Consumer Warranty Document

Grundfos CONSUMER WARRANTY

1. This warranty applies to GRUNDFOS products where the purchaser acquires the products for his/her own use and not for purpose of re-supply. 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 service@grundfos.com.au 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.