

SHIELD WATER FILTERS TERMS AND CONDITIONS

Any contract of sale, order, or quotation made or accepted by or on behalf of Gunthorp Holdings Pty Ltd trading as Shield Water Filters [SWF] is subject to these terms and conditions of sale.

WARRANTY

SWF warrants each new product to be free from defects in material and workmanship for a period of 1 year from the date of retail sale established by the date of the original invoice issued by SWF.

In some instances SWF may advertise a lifetime warranty of a product or system which relates to the maximum recommended 10 lifespan of any water filter system or part which will in this instance supersede the standard 1 year warranty.

SWF's obligation under this warranty is limited to SWF's own option, to either repair or replace the product, once SWF has deemed that the product is defective SWF may, at its own discretion, refund to the buyer the purchase price paid for the defective goods.

SWF reserves the right in instalment sales to grant credit for the value of any product found to be defective under this warranty.

SWF will not cover any labour charge incurred by the buyer for the replacement or repair of any product.

The buyer is responsible for freight and local labour charges for products subject to any warranty.

This warranty applies only to the original purchaser of the product and it not transferable to another.

This warranty does not cover any product that is not installed and operated exactly as stipulated in SWF installation and operating manual.

If required all replaced or exchanged parts taken out under this warranty become property of SWF.

This warranty is subject to the product being properly installed, maintained, being used for its intended purpose and operated strictly in accordance with SWF's recommendations.

This warranty does not cover the normal wear and tear of the product, or damage caused by misuse, abuse or vandalism.

This warranty does not extend to a product that has been modified in any way unless with SWF's express consent.

The warranty does not cover any malfunction or failure resulting from neglect, use of unauthorised parts and accessories or use with higher water pressure than indicated on the product.

The warranty does not extend to damage caused by rain, fire, earthquake or other natural causes or acts of nature. It is expressly agreed that this shall be the sole and exclusive remedy of the buyer stated herein, and under no circumstances shall SWF be liable for any costs, loss, expense, damages, special damages, incidental damages or consequential damages arising directly or indirectly from the design, manufacture, sale, use or repair of the product whether based upon warranty, contract, tort or strict liability. All conditions and warranties implied by law or statute are hereby expressly negated so far as they lawfully can be.

ACCEPTANCE AND CLAIMS

Acceptance of the products shall be deemed for all purposes to have taken place at the expiration of seven (7) days from the date of each delivery and any faulty systems must be returned with the pressure limiting valve. In the event of a warranty claim, the product must be forwarded at the buyer's own risk and expense to SWF, together with proof of purchase. Unless agreed otherwise any damage caused during or as a result of transit will not be the responsibility of SWF.

This limited warranty is void if the product under warranty is presented without the said original invoice. SWF may request that a statement accompany the original invoice, signed by the buyer, setting out the following terms:

1. The name and address of the buyer.
2. The date and by whom the product was purchased.
3. The date and by whom the product was installed.
4. The location where the product was installed.
5. The date and time the product first appeared to malfunction.
6. The nature of the problem with the product.
7. The date and time of any and all loss event/s.
8. The date and time SWF was first notified of the product malfunction.

A failure by the buyer to submit the said statement within 28 days, after such request is made by SWF, will automatically void the warranty. A failure to answer truthfully or to answer in a way that is misleading, entitles SWF to void the warranty and to notify the police in the event of suspected fraudulent conduct.

RISK

The risk in the product will pass to the buyer immediately upon the product leaving SWF's premises for delivery to the place designated by the buyer.

RETENTION OF TITLE

SWF will retain title to (but not risk in) a product delivered to the buyer until SWF has received payment in full for such product from the buyer. Until such payment, the buyer holds the product as Bailee for SWF and may not sell or otherwise dispose of the product unless authorised by SWF. If the product is sold, the proceeds of sale will be placed in a separate trust account pending payment to SWF. The Buyer will store the goods in such a way as to enable them to be separately identified and will keep them insured at its own expense with SWF interest noted on any such insurance cover. If the buyer fails to make any payment when due or becomes bankrupt or becomes insolvent, or has a judgement entered against it in any court or enters into any scheme of arrangement, composition, or assignment or is in receivership or voluntary administration or liquidation, the buyer grants SWF licence to enter any of the buyer's premises where the product is stored, and without notice, to re - take possession of and remove, at the buyer's cost and expense, the product in respect of which title has not passed to the buyer.

RIGHTS FORFEITED

The buyer forfeits any right or claim against SWF if:

1. The system is not turned off when the residents are away for over 24 hours.
2. The system is not serviced by a licensed plumber every 12 months. i.e. replacement of filters, PLV / PRV check and assessment of general condition of system.
3. The system damage results from water hammer, freezing, neglect or is not installed by a licensed plumber in accordance with the installation plan.
4. The system is operated with a water temperature higher than 38° Celsius.
5. The system is subject to water pressure that exceeds the maximum recommended pressure.
6. The system is not installed with an Australian Standards approved pressure limiting and dual check valve.
7. The system has been found to be tampered with or if the goods have not been operated or maintained strictly in accordance with SWF's recommendations.

PRICE

The price charged shall be SWF's price ruling at the date of delivery unless otherwise agree in writing. Any price indications or price lists are subject to alterations to SWF's price ruling at the date service or goods are supplied. Prices are ex SWF 's warehouse unless otherwise agreed in writing. The buyer is responsible to affect and meet the costs of any insurance cover that is deemed necessary. Clerical errors in computations, typing or otherwise of "catalogue, quotation, acceptance, invoice, delivery docket or other document" shall be subject to correction. Any goods returned through no fault of SWF will be subject to a 15% restocking fee.

DEFAULT

On the happening of any one or more of the following events, namely:

1. The buyer fails to make payment to SWF on the due date.
2. An administrator or liquidator is appointed over any or all of the assets of the buyer or a scheme of arrangements is proposed to approve with respect to the buyer.
3. In the case of the buyer being a natural person, the buyer commits an act of bankruptcy; then SWF may at its option exercise all or any of the following rights (notwithstanding any prior failure to exercise such rights):
 - i. demand payment of the whole of the monies owing from the buyer to SWF and the buyer agrees to pay the same immediately;
 - ii. the buyer shall pay to SWF interest on such amount outstanding at the rate of 2% per month and any costs with respect to solicitors, legal, advisors, mercantile agents and other agents acting on behalf of SWF in respect of any enforcement hereof or recovery or attempted recovery of monies owing by the Buyer to SWF.

SEVERANCE

If any of these terms or conditions become for any reason wholly or partly invalid, that term or condition shall to the extent of the invalidity be severed without prejudice to the to the continuing force and validity of the remaining terms and conditions.