



HANWEST PTY LTD

SPECIALISED COMPONENTS FOR AIR CONDITIONING & REFRIGERATION

ABN 49 003 452 551

CONDITIONAL PRODUCT WARRANTY

1. Where the customer is a consumer as defined by any relevant law such as the Trade Practice Act 1974 or similar State Laws, or where any similar legislation applies, then certain terms and rights will be implied into the Contract for the benefit of the consumer which terms and rights and any liability of Hanwest Pty Ltd flowing from them, cannot be excluded, restricted or modified by any provision of the contract. In all other cases and except where inconsistent with the above,
 - a) Hanwest Pty Ltd warrants each product, to the original purchaser to be free from defects due to faulty material, or unsatisfactory workmanship, for a period of TWELVE MONTHS from the original installation date or FIFTEEN MONTHS from date of Invoice whichever is the sooner.
 - b) Any other warranties which might otherwise be implied herein, are expressly excluded. Subject to the foregoing, no warranty rights shall be obtained until the customer has paid for the product.
Nothing in this Clause will however restrict or modify any condition, warranty, right or liability implied in the contract by law where to do so would render this Clause void.
2. Where the express warranty contained in Clause 1 (a) applies the same is subject to the following conditions:-
 - a) Hanwest's obligations under this warranty shall be limited to making good by repair or replacement, at our discretion, and at our premises, any such defect as may prove to our satisfaction to have resulted from faulty manufacture or faulty materials within the warranty period.
 - b) Hanwest Pty Ltd does not participate in any refrigerant, labour expense, or consequential loss arising from claims under warranty.
 - c) It is incumbent upon the user to apply the equipment strictly in accordance with the approved Trade Practice, and it must be understood that any defect or failure resulting from misapplication, alteration, misuse or abuse or due to any other contributing factor beyond our control, automatically voids this warranty.
 - d) The conditions of this warranty shall exclude Hanwest Pty Ltd from direct liability for components or products supplied or used in assembly but manufactured by others, and our obligation here shall be limited to the extensions only of any warranty that may be provided by such other supplier.
 - e) This warranty is conditional upon any defective products or material being returned to the premises of Hanwest Pty Ltd with all freight and associated forwarding charges prepaid. Such returns will remain customer's property until repaired or replaced.
 - f) No responsibility is accepted for damage in transit, and customers should therefore arrange their own "in transit" insurance cover.
3. This warranty is subject to Hanwest Pty Ltd General Terms and conditions of Quotation and Sale, and applies only within the Commonwealth of Australia.