



LIQUIP INTERNATIONAL PTY LIMITED WARRANTY TERMS AND CONDITIONS

ABN 63 112 087 448

“**Liquip International**” means Liquip International Pty Limited ABN 63 112 087 448, and any company that is from time to time (whether with or without notice to the Customer) a related body corporate (as defined in the Corporations Act 2001), where the relevant entity contracting with the Customer is determined by the Liquip International entity that issues the relevant invoice to the Customer.

Our Warranty

Warranty Details:

In this Warranty, Goods mean products, systems, installations designed and manufactured by Liquip.

Liquip International warrants to the end purchaser (“the Customer”) that for 12 months from the original date of purchase (“Warranty Period”) the Goods will be free from defects in materials and/or workmanship when used in accordance with these Warranty Terms and Conditions.

Under the terms of this Warranty, and subject to approval of the claim by Liquip International, Liquip International may elect at its discretion to repair or replace the Goods during the Warranty Period. If a replacement part is supplied, warranty remains based on the original date of purchase.

Making a warranty claim:

To make a warranty claim under this Warranty, the Customer must:

1. Inform Liquip International as soon as the warranty claim arises by contacting Liquip International (details below) and obtain any relevant details including reference number, purchase order, serial number and tank ID where relevant;
2. Send to Liquip International original proof of purchase and reasonable evidence of the original date of purchase and your written description of the fault (including image samples and any other relevant material); and
 - a. Goods being returned must be accompanied by a Liquip Customer Concern Report (CCR) Form and CCR number (contact our sales department for a CCR Form/Number).
 - b. To be eligible for warranty , all goods must be returned (if applicable) to Liquip within 30 days from receiving a CCR number.
3. Courier the Goods to Liquip International in its original packaging or packed in a manner that ensures goods are protected to the address below, and subject to the applicable consumer laws, pay for all packing, freight and insurance costs for transit of the Goods to Liquip International:

Liquip International
148 Newton Road Wetherill Park NSW 2164 Australia
T +61 2 9725 9000

Investigation of Claims:

Liquip International will make its own evaluation of the fault stated by the Customer before any warranty claim is accepted.

If the warranty claim is accepted by Liquip International, Liquip International will, subject to the applicable consumer laws and at its cost:

- Repair or replace any faulty parts or rectify any faulty workmanship (*or part thereof*); and
- Return the Goods to you.

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Exclusions to Warranty:

This warranty does not cover:

- Components that may need replacement or repair due to normal wear and tear or lack of maintenance upkeep;
- Damage caused by accident, misuse, negligence, abuse or fire;
- Overloading or transport damage
- Goods that are not returned in original packaging or not packed in a manner that is approved by Liquip International;
- Unauthorized alteration, modification or substitution of any parts of the Goods, installation or use of the Goods not in accordance with instructions supplied;
- Malfunction of Goods due to faulty installation or operation;
- Goods that have their serial number or model number label removed or defaced;
- Goods that have been used for a purpose other than for what was reasonably intended for the Goods;
- Freight/transport costs for delivery and return of the Goods unless otherwise agreed in writing by Liquip International.

Repair of any Goods that do *not* fall within the terms and conditions under this Warranty will be charged to the Customer at Liquip International's service rates (current at that time) and the list price for parts (current at that time).

Limitation of Liability:

The following statement applies only if the supply of the Goods to the Customer is a "consumer sale" as defined in the Australian Consumer Law. In this statement, 'Our' means Liquip International, 'You' means the Customer and 'goods' means 'Goods':

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are 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.

Notwithstanding this, the liability of Liquip International is limited, to the extent permitted by law and at the option of Liquip International to:

- Replacing the Goods or the supply of equivalent Goods;
- The repair of the Goods;
- The payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
- The payment of the cost of having the Goods repaired.

To the extent permitted by law, all other warranties whether implied or otherwise, not set out in this Warranty are excluded and Liquip International is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:

- Any increased costs or expenses;
- Any loss of profit, revenue, business, contracts or anticipated savings;
- Any loss or expense resulting from a claim by a third party; or
- Any special, indirect or consequential loss or damage of any nature whatsoever.

The benefits given to the Customer in this Warranty are in addition to other rights and remedies under a law in relation to the Goods or services to which this Warranty applies.

This warranty is not applicable outside Australia.

Any further questions regarding this policy should be directed to the Liquip Sales Department. Contact us by phone (02) 9725 9000

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