



CEA Air and Power Pty Ltd  
t/as CEA Petroleum Equipment  
and t/as Atlas CEA  
ABN 69 607 825 712  
1537 Ipswich Road  
Rocklea QLD 4106  
P: 1800 733 782  
E: sales@ceapet.com.au

## New Product Warranty Policy

1.	<p>CEA Petroleum Equipment (CEAPET) warrants that each new and unused item of equipment (hereinafter called the Product) is of good workmanship and is free from mechanical defects, provided that:</p> <ul style="list-style-type: none"><li>• The Product is installed and operated in accordance with the operator's manuals / instructions as provided by CEAPET (refer <a href="http://www.ceapet.com.au">www.ceapet.com.au</a> for a full range of support materials for the Product purchased)</li><li>• The Product is commissioned by suitably qualified staff.</li><li>• The Product is used under normal operating conditions for which it is designed.</li><li>• The Product is not subject to misuse, negligence or accident.</li><li>• The Product receives proper care, lubrication, protection and maintenance under the supervision of suitably qualified personnel.</li></ul> <p>As Purchaser's sole remedy for breach of this Warranty, CEAPET will, for a period of twelve months from the date of sale, repair or replace any part of the equipment proven defective.</p> <p>This Warranty does not cover, and CEAPET shall not be liable for, any malfunction, damage or wear caused by faulty installation, misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution of non-genuine component parts.</p> <p>Nor shall CEAPET be liable for malfunction, damage or wear caused by the incompatibility with CEAPET equipment or structures, equipment or materials not supplied by CEAPET, or the improper design, manufacture, installation, operation or maintenance of structures, accessories, equipment or materials not supplied by CEAPET.</p> <p>This Warranty is conditioned upon the prepaid (the Purchaser is to pay the return freight) return of the equipment claimed to be defective for examination by CEAPET to verify the claimed defect. This Warranty DOES NOT include any provision for labour on site. Should the Purchaser require our attendance on site, the labour and travel costs associated with any attendance on site, will be to the Purchasers account.</p> <p>If the claimed defect is verified, CEAPET will repair or replace free of charge any defective</p>
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	<p>parts. The equipment will be returned to the original Purchaser. The return transportation will be paid by CEAPET. If inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which charges may include the costs of parts, labour and transportation.</p> <p>The terms of the Warranty constitute Purchaser's sole and exclusive remedy and are in lieu of any other warranties (express or implied), including Warranty of merchantability or Warranty of fitness for a particular purpose, and of any non-contractual liabilities, including Product liabilities based on negligence or strict liability. every form of liability for direct, special or consequential damages or loss is expressly excluded and denied. in no case shall CEAPET's liability exceed the amount of the purchase price.</p> <p>CEAPET makes no Warranty, and disclaims all implied warranties of merchantability and fitness for a particular purpose, with respect to Products sold. All items sold by CEAPET are subject to the Warranty, if any, of their manufacturer. CEAPET will provide Purchaser with reasonable assistance in making any claim for breach of these warranties.</p>
2.	<p>This Warranty expires 12 months after shipment, or advice that the Product is ready to ship, (whichever occurs first) by CEAPET to the first user. CEAPET offers a 3 month Warranty for any Product not already having its own inherent manufacturers Warranty.</p>
3.	<p>The Warranty excludes expressly any on site repairs</p>
4.	<p>While we strive to have all pictures and illustrations correct and accurate on our Web Site <a href="http://www.ceapet.com.au">www.ceapet.com.au</a> and within our supporting materials, in some cases the supplied item may vary from the one shown.</p>
5.	<p>This Warranty does not apply to:</p> <ul style="list-style-type: none"> <li>• Fluids, Filters, Batteries, Engine Starting Mechanisms, Fuses, Bulbs, Switches, Hoses, Nozzles, Spray Tips, Alternators, Generators, Transmissions, Regulators</li> <li>• Any other Product having its own inherent Warranty.</li> <li>• And other consumable or normally wearing type items unless found to be defective prior to use.</li> </ul> <p>Many of the foregoing components are warranted directly by the manufacturer and are</p>



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	<p>serviced by a worldwide network of distributors and others authorised to handle claims for these manufacturers. A first user's claim should be presented directly to such an authorised component service outlet.</p> <p>In the event any manufacturer has warranted its Product to CEAPET and will not deal directly with a first user, then CEAPET will cooperate with the first user in the presentation of a claim to such manufacturer.</p> <p>Under no circumstances does CEAPET assume any liability for any Warranty claim against or Warranty work done by, or on behalf, of any manufacturer of the foregoing Products.</p>
6.	<p>This Warranty is extended by CEAPET only to the Purchaser of new Products from CEAPET. The Products purchased under this Warranty are intended for use exclusively by the buyer and its employees and by no other persons and, therefore, there shall be no third party beneficiary to this Warranty.</p>
7.	<p>A claim of defects in any Product covered by this Warranty must be in writing and is subject to CEAPET inspection and judgment. Replacement and exchange parts will be warranted for the remainder of the original Warranty, or for a period of ninety days, whichever is the greater.</p>
8.	<p>Under no circumstances whatsoever shall CEAPET be liable for any special or consequential damages, whether based on goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise, and whether arising out of breach of any express or implied Warranty, breach of contract, negligence or otherwise, except only as may be required by applicable law.</p>
9.	<p>Continued use of Product (s) after discovery of a defect voids all warranties.</p>
10.	<p>Except as authorised in writing, this Warranty does not cover any equipment that has been altered by any party other than CEAPET.</p>
11.	<p>There are no warranties which extend beyond the description of the face hereof. CEAPET makes no warranties, express or implied, of merchant ability or fitness for a particular purpose.</p>



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<b>12.</b>	CEAPET neither assumes nor authorises any person for CEAPET any liability in connection with the Products sold, and there are no oral agreements or warranties collateral to of affecting this written Warranty.
<b>13.</b>	The laws of the State of Queensland, Australia hereunder shall govern this Warranty and all undertakings of CEAPET.

**Warning**

At all times, safety must be considered an important factor in the installation, servicing and operation of the Product. Skilled and technically qualified personnel should always be employed for such tasks.