

## **CONSUMER GUARANTEES & WARRANTIES**

#### **Mandatory Statement**

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For Major Failures with a service we provide, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

This document sets out the consumer guarantees and warranties provided by PWS to the original purchaser of goods or services from PWS (Guarantee and Warranty).

#### 1 CONSUMER GUARANTEES

- 1.1 Under applicable State, Territory and Commonwealth Law, certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into this Guarantee and Warranty (Non-Excluded Guarantees).
- 1.2 PWS acknowledges that nothing in this Guarantee and Warranty purports to modify or exclude the Non-Excluded Guarantees.
- 1.3 Except as expressly set out in this Guarantee and Warranty or in respect of the Non-Excluded Guarantees, PWS makes no warranties or other representations under this document including but not limited to the quality or suitability of the Systems. PWS' liability in respect of these warranties is limited to the fullest extent permitted by law.
- 1.4 PWS' liability for breach of a consumer guarantee is limited to:
  - (a) in the case of the System (being **goods**) we supply, to any of the following as we decide:
    - the replacement of the goods or the supply of equivalent goods;
    - (ii) the repair of the goods;
    - (iii) the cost of repairing the goods or of acquiring equivalent goods; or
    - (iv) refunding the money and the value of any other consideration paid by you for the goods; and
  - (b) in the case of **services** we supply, to any one of the following as we decide:
    - (i) the supplying of the services again; or
    - (ii) the cost of having the services supplied again.
- 1.5 Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.
- 1.6 If we are unable to repair or replace the system, or if the defect is considered a Major Failure, we will at your choice:
  - (a) replace the goods of the same type or similar value that we have available; or
  - refund you the money and the value of any other consideration paid by you for the goods,

unless:

- (a) the rejection period has ended;
- (b) the goods have been lost, destroyed or disposed of by you;
- the goods were damaged after being delivered to you for reasons not related to their condition at the time of supply; or
- (d) the goods have been attached to or incorporated in any real or personal property that cannot be detached or isolated without damaging them.
- 1.7 If you are entitled to a refund and have returned the goods to PWS within a reasonable time, you are entitled to cancel the contract for the service and obtain a refund of any unused portion.
- 1.8 PWS is only liable for any consequential loss, incidental or indirect damages for breach of a consumer guarantee to the extent that loss or damage was reasonably foreseeable and not caused by something outside human control.
- 1.9 All replaced or exchanged parts become the property of PWS.
- 1.10 PWS' liability does not extend to the plumber who originally installed the system unless the plumber was supplied and charged by PWS directly, in which case the consumer guarantees relating to a service will apply.
- 1.11 All repairs or replacements exclude the cost of freight, unless you would incur a significant cost to return the item or if PWS confirms there is a defect with the item.

### 2 EXPRESS WARRANTIES

- 2.1 In addition to and separate from the Non-Excluded Guarantees, PWS provides an extended Warranty for the Systems set out in the Schedule against manufacturing defects which occur and are notified to PWS during the Warranty Period
- 2.2 The Warranty pursuant to this clause is only given to the original purchaser of the System.
- 2.3 To obtain the benefit of a Warranty:
  - the System must have been manufactured by PWS or imported into Australia by PWS, and must have been purchased, installed, used and serviced in Australia by PWS or a licensed contractor/plumber;
  - (b) PWS must have received a signed copy of this Guarantee and Warranty and where applicable a copy of proof of installation by a licensed plumber within 30



days of the Date of Purchase. This can be emailed to salesadmin@purewatersystems.com.au;

- (c) The system must have been installed, serviced and maintained in accordance with the AS/NZS 3500.1 and the instructions supplied with the System; and
- (d) the System must not, in the sole opinion of PWS, have been misused, neglected, tampered with, or installed by any person either not authorised by PWS or unlicensed where local plumbing regulations apply other than normal conditions or used for any purpose other than for which the product was designed and intended to be used.
- 2.4 A Warranty service can only be carried out by authorised service agents appointed by PWS.
- 2.5 To make a Warranty claim, contact PWS immediately by phone on 1300 808 966.
- 2.6 In the event of a Warranty claim, PWS will ask you for your details to determine the date of purchase and date of installation. This information, together with details of the fault(s) and the service history of the system will be provided to PWS, which will assist in approving or declining the warranty request.
- 2.7 If PWS determines that the System is defective and that you have a valid claim, PWS will liaise with you and proceed with the repair or replacement within a reasonable time that is convenient to both you and PWS.
- 2.8 Services provided pursuant to this Warranty must be carried out at premises nominated by PWS, unless otherwise agreed in writing by PWS.
- 2.9 You must notify PWS within 14 days of delivery of any consumable failures, such as replacement cartridges, filters, ballasts, lamps, etc.
- 2.10 Fragile items, including quartz thimbles/sleeves, ultraviolet lamps, electronic ballasts, and ceramic water filters must be opened and inspected within the first 24 hours of receipt, where not reported in this time they will be deemed to have been received undamaged. Damage to these fragile items must be reported immediately so that PWS can begin the claims process.
- 2.11 All warranty repairs exclude the cost of freight, unless you would incur a significant cost to return the item or if PWS confirms there is a defect with the item.
- 3.1 (Definitions): Unless the context requires otherwise:
  Australian Consumer Law means Schedule 2 to the CCA.
  CCA means the Competition and Consumer Act 2010 (Cth).
  Major Failure has the meaning as described in the Australian Consumer Law.

**PWS, we, us** means Pure Water Systems (Aust) Pty Ltd ACN 051 617 031.

**System** means the goods provided by PWS and specifically those noted in the Schedule.

**Warranty** means the warranties provided pursuant to clause 2.

**Warranty Period** means the time periods set out next to each of the systems in the Schedule beginning on the date of purchase.

- 3.2 (Interpretation): The following rules of interpretation apply:
  - (a) headings are for convenience only and do not affect interpretation;
  - (b) the singular includes the plural and vice versa;
  - (c) a gender includes all genders;
  - (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - a reference to a person includes a body corporate, an unincorporated body or other entity and vice versa;
  - (f) a reference to a clause, annexure or schedule is to a clause of, or annexure or schedule to this document;
  - a reference to any party to this document or any other agreement or document includes the party's successors and permitted assigns;
  - (h) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this document;
  - (i) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
  - a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
  - a reference to conduct includes any omission and any statement or undertaking, whether or not in writing;
  - a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
  - (m) mentioning anything after include, includes or including does not limit what else might be included.
  - (n) these conditions (which shall only be waived in writing signed by PWS) shall prevail over all conditions of the buyer's order to the extent of any inconsistency.
  - (o) nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law or Competition and Consumer Act 2010 (Cth)) and which by law cannot be excluded, restricted or modified.



# Schedule

Product	Warranty Period
Pure Water Bench Top Systems:	1-year parts*, excluding diverter as a
CT series, CT-SS series	result of poor water quality.
Pure Water Undersink Systems:	1-year parts*
SUS series, TW series, ROUS series, ROWM series	
Pure Water Big White Point of Entry Systems:	1-year parts*
BW-10 series, BW-20 series, BW-TW series	
Pure Water Inline Systems:	1-year parts*
Inline series	
Pure Water Systems Adventure Series:	1-year parts*
ADS series	
Pure Water Systems RO-5U	1-year parts*, return to base repair
Sprite Brand Shower Filters	1-year parts*
SFD series, SFR series, SFHH series,	
Pure Water Systems Whole of House Systems	1 year parts*
WH series	
Pure Water Systems Softener Systems	1 year parts*
Signature Series	
Commercial Systems	1 year parts*
Including, but not limited to, Coolers, Bubblers, etc.	
Accessories	1 year parts
Faucets, leak protection systems	

<sup>\*</sup>Excluding cartridges.

AUTHORISED REPRESENTATIVE:		
	SIGNATURE:	DATE:
	BATCH #:	MODEL:

