

## Product Warranty

1. Except as specifically set out herein, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
2. **The Company warrants that all Goods manufactured or supplied by it will be free of defects in workmanship and materials for a period of 12 months from the date of commissioning but not exceeding eighteen (18) months from the date of invoice to the Customer provided that the Goods are installed according to the requirements of AS/NZS3000:2007 Australian/New Zealand wiring rules.**
3. **Products manufactured and distributed by Pacific Ventilation are subject to routine maintenance as set out in manuals supplied with the equipment. Failure to maintain the equipment supplied according to the schedules and intervals outlined may void the warranty. It is a requirement that adequate plant log book records be kept to provide evidence of routine maintenance being conducted.**
4. The Company is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused arising from the supply of the Goods, including but not limited to loss of turnover, profits, business or goodwill.
5. The Company will not be liable for any loss, damage or claim suffered by the Customer where the Company has failed to meet any delivery date or cancels or suspends the supply of Goods or for any Goods that display a "use by" date that are sold or distributed by the Customer after that date.
6. Nothing in these terms and conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of Goods which cannot be excluded, restricted or modified. If any of these terms and conditions is inconsistent with State or Federal legislation, such terms and conditions must be read down only to the extent necessary to comply with such legislation and will otherwise apply to the fullest extent legally possible.
7. If the Customer is a "consumer" within the meaning of Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Company's liability for a breach of a condition, warranty or guarantee (whether express or implied) is limited to any one of the following as determined by the Company:
  - 7.1. the replacement of the Goods or the supply of equivalent Goods or in the case of services, supply the services again or pay the costs of having the services supplied again; or
  - 7.2. the payment of the cost or replacement of the Goods or of acquiring equivalent Goods.
8. The Customer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in the Order or these terms and conditions whether as to the fitness of the Goods for any particular purpose or any other matter.
9. Where the Company is not the manufacturer, the Company relies on the specifications and warranties supplied by the manufacturer.