

## LIMITED PRODUCT WARRANTY

This limited warranty (**Warranty**) is given by **Clean Technology Partners Pty Ltd** (ABN 19 149 191 337) (**CTP**) to the original purchaser (**You**) of the products to which this Warranty applies. This Warranty only applies where a quotation provided by CTP and accepted by You (**Quote**) states that CTP's Limited Product Warranty will apply. It only applies to the products (or parts of products) to which the Quote states it applies (**Products**).

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.

The benefits that this Warranty provides are in addition to other rights and remedies available to You under the Australian Consumer Law. This Warranty does not limit those rights and remedies.

### 1. Scope of Warranty

If:

- a defect in material or workmanship appears in the Product within the applicable warranty period specified in the Quote (**Warranty Period**) after the date of the original delivery of the Product, such as to make the Product unfit for its normal use; and
- You comply with the requirements below regarding making a claim,

then, subject to the exclusions below and CTP confirming the defect through the diagnosis process set out below, we will replace or repair the relevant part or (at our option) replace the entire Product with the same or a comparable model. To the extent permitted by law, our liability under this Warranty is limited to this obligation to replace or repair.

### 2. Exclusions

This Warranty does not apply:

- where the defect is not due to the original design or manufacture of the Product, including where the Product has been:
  - (a) subject to accident, abuse, alteration, misuse or neglect or damaged in transport;
  - (b) transported, installed, inspected, commissioned, operated or maintained negligently or not in accordance with both any applicable local laws and regulations and CTP's instructions or recommended procedures;
  - (c) used other than for the purpose for which it was designed; or
  - (d) overloaded beyond its specified or recommended capacities;
- where the Product's environment is not kept within the environmental limits stated in the latest version (as at the date of the Quote) of the Product's data sheet (available on [www.clean-tech.com.au](http://www.clean-tech.com.au));
- where the Product has been damaged by external factors such as corrosive agents (including but not limited to agricultural, industrial and environmental pollutants), salt corrosion, power surges, lightning, fire, flood, pest damage, breakage, actions of third parties and other events or accidents not arising under normal operating conditions;

- where the defect is in a component that does not comprise part of the Product specified in the Quote, or is a part that the Quote specifically excludes from being covered by this Warranty;
- where the Product has been modified, repaired, upgraded or otherwise worked on by someone other than CTP or one of our approved installers;
- if You are not the original purchaser
- the defect does not materially affect the primary functionality of the Product or a reasonable workaround to ensure the same is identified by CTP; or
- the defect is cosmetic, or relates to any surface rust which may occur in transit, storage or use.

### **3. How to make a claim**

Any claim under this Warranty must be in writing to our e-mail address below. It must be sent within the applicable Warranty Period and must state:

- the date of manufacture of the Product as shown on the compliance plate, the serial number of the protection relay (if installed) and the relevant project name and site address where the Product is installed;
- a copy of the Purchase Quote; and
- reasonable details of the defect.

After receiving Your claim, CTP will attempt to conduct remote diagnosis of the Product. If (and only if) the remote diagnosis identifies a defect, and this Warranty applies to that defect, then CTP will undertake the repair or replacement specified in this Warranty.

If CTP is not reasonably able to conduct a remote diagnosis, the remote diagnosis does not clearly identify a defect or CTP has reasonable grounds for believing the Warranty does not apply to a defect identified through the remote diagnosis, then You may either:

- (a) request that CTP either attend (or arrange for a CTP approved installer to attend) the site where the Product is installed to attempt to undertake an onsite diagnosis; or
- (b) deliver the Product (or any known faulty component) to CTP for diagnosis at CTP's premises.

#### **Onsite diagnosis**

If You request an onsite diagnosis, then:

- (a) except where the onsite diagnosis identifies a defect, and this Warranty applies to that defect, CTP will charge travel/accommodation costs (which You must pay); and
- (b) if (and only if) the onsite diagnosis identifies a defect, and this Warranty applies to that defect, then CTP will undertake the repair or replacement specified in this Warranty and reimburse the travel/accommodation costs charged by CTP; or
- (c) if:
  - (i) the Product is not present at the specified address, or the Product is not accessible when CTP attends that address to undertake the onsite diagnosis;

- (ii) the onsite diagnosis does not clearly determine the defect or CTP reasonably determines that there is no defect; or
- (iii) CTP has reasonable grounds for believing the Warranty does not apply to the defect determined through the onsite diagnosis,

then (in addition to CTP's travel/accommodation costs) CTP will charge You (and You must pay) a A\$250 (plus GST) site visit fee.

#### **Diagnosis at CTP's premises**

- (a) If instead You opt to send the Product (or any known faulty component) to CTP, then if (and only if) the diagnosis at CTP's premises identifies a defect, and this Warranty applies to that defect, then:
    - (i) CTP will undertake the repair or replacement specified in this Warranty;
    - (ii) CTP will reimburse You the reasonable costs of delivering the Product to CTP; and
    - (iii) CTP will deliver the Product back to the site where it was previously installed (but will not be responsible for reinstalling it); or
  - (i) if:
    - (i) the diagnosis does not clearly determine the defect or CTP reasonably determines that there is no defect; or
    - (ii) CTP has reasonable grounds for believing the Warranty does not apply to the defect determined through the onsite diagnosis,
- then:
- (iii) You must bear the cost of delivering the Product to us; and
  - (iv) when requested by CTP, you must remove the Product from CTP's premises (and if you fail to do so within a reasonable period then CTP may use or dispose of the Product as CTP sees fit and retain any proceeds of the disposal).

#### **4. Notice about repairs**

**IMPORTANT:** Diagnosis, replacement or repair of the relevant part (or entire Product) under this Warranty may result in loss of historical data stored by the Product. If You wish to retain a copy of that data then You should make a copy of it before we commence work on your Product.

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.

#### **5. Contact details**

Our contact details are:

Business address: 2 / 1-3 Belgium Ave, Richmond, VIC 3121  
Mail address: As above  
Phone: 03 9005 7371  
Email: [service@clean-tech.com.au](mailto:service@clean-tech.com.au)