



CONSUMER WARRANTY – AUSTRALIA only

1

Nothing in this warranty is intended to exclude, restrict or modify any rights that a party may have under Commonwealth and/or State consumer protection legislation that cannot be excluded, restricted or modified. The benefits of this warranty are in addition to other rights and remedies that the Purchaser has under a law in relation to the goods.

2

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 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.

3

To the extent permitted by law, where the Purchaser acquires a product as a 'consumer' within the meaning of the Australia Consumer Law, but where the product or is of a type that is not of a kind ordinary acquired for personal, domestic or household use or consumption, Sterling Pumps Pty Ltd's liability is limited to:

- (a) The cost of replacing the goods or
- (b) The cost of obtaining equivalent goods or
- (c) The cost of having the goods repaired

which-ever is the lowest amount.

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Where the Purchaser has a remedy against Sterling Pumps under Part 5-4 of the Australian Consumer Law, Sterling Pumps liability will be determined in accordance with Part 5-4 of the Australian Consumer Law. In all other cases the following provisions apply:

- (a) Sterling Pumps guarantee its products will be free from defects in workmanship and materials, will perform consistently with samples previously supplied to the Purchaser and will conform to applicable specifications published by Sterling Pumps or otherwise agreed to between the Purchaser and Sterling Pumps for a period of no less than 1 year (12 months) from date of installation or 18 months from the date of manufacture, whichever occurs first.
- (b) Any Sterling Pumps product found to be defective within the Warranty period shall be repaired or replaced by Sterling Pumps at Sterling Pumps sole election. No allegedly defective products shall be returned to Sterling Pumps however, without Sterling Pumps prior written authorisation and delivery instruction.
- (c) Sterling Pumps makes no warranty, expressed or implied, with respect to the products acquired by the Purchaser except as set forth in this warranty. Sterling Pumps shall not be liable for any Purchase's incidental expenses (including costs of inspection, testing, storage or transportation), any other charges, costs, or expenses, or consequential damages incurred by Purchaser or by any third party (including lost profits, liability to third parties' requirements) regardless of whether Sterling Pumps is shown to be at fault and regardless of whether there is shown to have been a defect in materials or workmanship, negligence in manufacture or design, or failure to warn. Notwithstanding paragraph 4(b) above, in the event that Sterling Pumps is liable in any way Sterling Pumps liability shall not exceed the amounts paid by the Purchaser for the products.



- (d) Sterling Pumps has the right to inspect any product returned under warranty to confirm that the product contains a defect in material or workmanship. If Sterling Pumps determines that the products is covered by warranty, Sterling Pumps shall have sole right to choose whether to repair or replace the defective equipment, parts or components.
- (e) The warranty does not apply to products damaged as an act of god, including lightning, normal wear and tear, normal maintenance services and parts used in connection with such services, installation and operation outside of installation, operational and maintenance literature, design limitations, or any other matters beyond the control of Sterling Pumps. Refer to our web site www.sterlingpumps.com.au for a list of site, installation, operational circumstances that are not covered by this warranty.
- (f) This warranty will immediately void if any of the following conditions are found:
- (i) Product is used for any purpose other than those for which it was designed and manufactured.
 - (ii) Product was not installed in accordance with any applicable codes, ordinances and industry best practice and/or installation operation and maintenance manuals, instructions or training provided by Sterling Pumps Pty Ltd.
 - (iii) Product was damaged as a result of negligence, abuse, accident, misapplication, tampering, alteration, improper installation, operation, maintenance or storage, unauthorised dismantling, nor to an operation in excess of recommended maximum operational settings or performance limitations as set forth in the product installation, operating and maintenance manuals.

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All other liability of Sterling Pumps whether arising from negligence or otherwise, is expressly excluded.

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For the avoidance of doubt, if after inspection of any product returned to it, sterling Pumps form the view that neither Part 5-4 of the Australian Consumer Law applies and is not covered by warranty, but nevertheless decides to offer a commercial replacement, this is not to be construed as an admission of liability and Sterling Pumps shall not under any circumstances be liable for any removal, reinstall costs or third party costs associated with our offer.

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This warranty is offered by:

Sterling Pumps Pty Ltd

ABN 57 108 899 305

14 Sharnet Circuit, Pakenham, Victoria, 3810

Telephone: 03 5941 3400

Email: sales@sterlingpumps.com.au

To claim under this ACL consumer warranty:

Please submit in writing, by email or fax or letter,

- Your contact details: phone (fixed or mobile), email address if applicable
- The location of the product and installation.
- Product used for, brief explanation of your use.

- Product model
- Product serial number
- Date of purchase



- Purchased from – Sterling Pumps and contact phone (fixed or mobile) number or email address
- Copy of your Tax Invoice for the goods
- Date of installation or date of commissioning
- Installed by – Installers name and phone (fixed or mobile) number or email address

- Date of failure
- Brief explanation of what you have done to get the product working again: contacted selling dealer or installer?
- Any other information that you feel is relevant to your installation or the product failure.

End

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