

PENTAIR WARRANTY TERMS & CONDITIONS

Pentair Australia Pty Ltd ACN 004 856 204 and its related entities ("Pentair") warrants that, subject to the terms and conditions below, when its products are used for the purpose for which they were designed, they will be free of material and manufacturing defects at the time of the original purchase. Any defects found in the products should be reported as soon as the fault is discovered.

In Australia:

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.

TERMS AND CONDITIONS APPLICABLE IN AUSTRALIA AND NEW ZEALAND YOU MUST CAREFULLY READ THE INSTRUCTIONS SUPPLIED PRIOR TO USING ANY PENTAIR PRODUCT.

All products are to be installed and operated in accordance with the instructions provided. This warranty will not apply if any product is used in a manner other than in accordance with the instructions.

1. What does the warranty cover

Pentair warrants its products to be free of defects in material and workmanship during the warranty period. If a product proves to be defective in material or workmanship during the warranty period, then Pentair will, at its sole discretion repair or replace the product with a like product. Replacement products or parts may include re-manufactured or refurbished parts or components.

2. How long the warranty is effective internationally

This Pentair product is warranted for 12 months for all parts from the date of the first consumer purchase. Should any parts fail as a result of a defect in material or workmanship within the specified period, the part will be replaced free of charge. (This does not include travel charges, removal and reinstallation charges.)

3. How long the warranty is effective locally

- i) Please refer to the attached Warranty Schedule detailing the warranty period and coverage.
- ii) All Pentair products warranties commence from the date of first consumer purchase.
- iii) Where this Pentair product is sold for business purposes as defined in the relevant consumer protection law the warranty shall be for a period of six months from the date of purchase by the consumer.

4. Who the warranty protects

This warranty is valid only for the consumer purchaser.

5. How to claim the warranty

To claim under this warranty the consumer should immediately cease using the goods when an alleged product issue arises. For in-field service, the consumer should promptly notify a Pentair local dealer, within thirty (30) days after discovery of an alleged product issue. Detailed warranty claim information will be requested at this time and must be supplied by the consumer. For a workshop warranty, the consumer should promptly return the product to a Pentair local dealer, within thirty (30) days after discovery of an alleged product issue. Detailed warranty claim information will be requested at this time and must be supplied by the consumer. Your Pentair Service Agent may be found here: <http://www.onga.com.au/dealerlocator>

6. What the warranty does not cover

- i. Damage, deterioration or malfunction resulting from:
 - a. Accident, misuse, negligence, fire, water, lightning, or other acts of nature, modification or failure to follow instructions supplied with the product;
 - b. Repair or attempted repair by anyone not authorized by Pentair;
 - c. Any damage to the product due to shipment;
 - d. Removal or installation of the product;
 - e. Causes external to the product such as electric power fluctuations or failure;
 - f. Use of supplies or parts not meeting Pentair specifications;
 - g. Normal wear and tear,
 - h. Product consumables. i.e. mechanical seals, impellers, bearings, rings gaskets and electrical cables.
 - i. Any unauthorized changes or tampering or partial disassembly of the product;
 - j. Water ingress or exposure to abnormal corrosive conditions, abrasive chemicals or "run dry" condition
 - k. Any other cause which does not relate to a product defect.
- ii. Damage caused to the products arising from the use of another manufacturer's product.
- iii. Ingress of insects or invertebrates into the unit causing electrical malfunction. Care should be taken to avoid this occurrence.
- iv. Products other than products supplied by Pentair.
- v. Products that are not installed in accordance with the owner's manual.
- vi. Products that are not installed by a suitably qualified person trained in the installation and operation of such products.
- vii. General Service and Maintenance

7. Limitation of Liability

To the extent permitted by law, Pentair's liability for breach of a guarantee implied by any law in relation to goods Pentair supplies that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, except for implied guarantees as to title to goods supplied, a purchaser's right to undisturbed possession of goods supplied and undisclosed securities over goods supplied, is limited to the replacement of the goods, the payment of the cost of replacing the goods or the payment of the cost of acquiring equivalent goods.

8. Exclusion of damages

To the extent permitted by law, Pentair liability is limited to the cost of the repair or replacement of the product.

Pentair will not be liable for:

- i. Damage to other property caused by any defects in the product, damages based upon inconvenience, loss of use of the product, loss of time, loss of profits, loss of business opportunity, loss of goodwill, interference of business relationships, or other commercial loss, even if advised of the possibility of such damage.
- ii. Any other damage arising as a result of weather or natural disaster.
- iii. Any claim against the customer by any other party.

9. Proof of purchase

Pentair reserves the right to reject any warranty if no proof of purchase is provided. A valid proof of purchase will be requested by the Service Agent prior to any works being carried out by the Pentair Service Agent.

A valid proof of purchase includes the following:

- i. Tax Invoice from place of purchase.
- ii. Tax Receipt from place of purchase.
- iii. Certificate of Occupancy.

10. Service Calls

- i. All in-field service calls will require the consumer to provide the service agent with either a deposit which is fully refundable upon acceptance of the warranty claim or credit card details as a form of security.
- ii. The consumer will only be charged for services where the Pentair Service Agent determines the product failure is a result of, or directly relating to, any of the items listed in section 5 of these terms & conditions.
- iii. Refusal to provide either a deposit that is fully refundable upon assessment or Credit Card details for security may result in the Pentair Service Agent refusing to attend the Service Call.

- iv. Any warranty application submitted that does not contain the consumers details may result in the Pentair Service Agent refusing to attend the Service Call.
- v. Any product warranty application that involves mains or gas lines the Service Agent will require a Certificate of Compliance for the original installation.
- vi. In-field service will not be provided to consumers who purchased their product via the internet. The consumer shall return the product to the place of purchase, a Pentair Service Agent or shall accept the charges related to in-field service in order to receive warranty service on the product.

11. Spare Parts

Spare parts are stocked for a reasonable period of time following last production. Pentair does not warrant that spare parts will be made available for the whole of the reasonable period and reserves its right to cease supplying spare parts, or providing facilities for repair of spare parts in circumstances which are beyond its control including the requirement to remove spare parts from sales as a consequence of changes in the law or otherwise at its absolute discretion.

12. General Maintenance

It is the responsibility of the consumer to ensure the product is free: from general debris; any foreign matter; and weather exposure.

For general service & maintenance please refer to your nearest Dealer and or Service Agent.

13. Definitions

13.1 Infield warranty

- i. As per the attached warranty schedule any Pentair product that carries an infield warranty means that the service agent is required to attend the site of the faulty product, subject to clause 13.1(iii).
- ii. Any infield issues determined not to be covered by this warranty will result in all associated costs for the infield service provided to be invoiced to the consumer and those costs will not be covered by the Pentair product warranty.
- iii. Any travel associated to the Pentair Warranty Claim will be covered up to 100km round-trip from place of purchase. Any kilometres outside this range will be payable by the consumer.

13.2 Workshop warranty

As per the attached warranty schedule any Pentair product that carries a work shop only warranty means; the faulty product must be taken or freighted at consumer cost; to the nearest Pentair Service Agent. The consumer is able to request an infield service / repair; however this would be at the consumer's own cost.

Any workshop issues determined to be no fault / cause of the Pentair product; will result in all associated costs to the service provided; being invoiced to the consumer and will not be covered under the Pentair product warranty.

13.3 Replacement warranty

As per the attached warranty schedule any Pentair product that carries a replacement warranty means; that the service agent will fully replace the faulty Pentair product at no cost to the consumer if determined warrantable.

The faulty product must be taken to the closest Pentair Service Agent for replacement warranty otherwise all costs associated will be at the consumers cost and is not covered under the Pentair product warranty.

14. Effective law

This warranty gives you specific legal rights, and you may also have other rights which vary depending on where the product was purchased and the consumer protection or other law that applies in that place. Nothing in this warranty limits or restricts, or is intended to derogate from, any right or remedy which the purchaser or ultimate user of the product may have pursuant to Australian federal or Consumer Guarantees Act, Fair Trading Act or any other relevant and applicable New Zealand legislation or authority and where necessary shall so be read and construed in light of the applicable legislation. The terms of this warranty policy may be inconsistent with the warranty statement in the products owner's manual. To the extent of any inconsistency the terms of this warranty shall prevail.

These terms and conditions must be read in conjunction with the relevant product identified in the Warranty Schedule. A copy of the warranty schedule is available online at : <http://www.onga.com.au/Terms>



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Australia

National Customer Service: Phone: 1300 137 344
Fax: 1800 006 688
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Email: au.sales@pentair.com
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New Zealand

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Disclaimer: Pentair reserves the right to change product warranty type and terms.