

24 Month Consumer Warranty

- 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 product comes 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 Purchasers acquire 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, SET Maritime & Electrical'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.
- 4) Where the Purchaser has a remedy against SET Maritime & Electrical under Part 5-4 of the Australian Consumer Law, SET Maritime & Electrical's liability will be determined in accordance with Part 5-4 of the Australian Consumer Law. In all other cases the following provisions apply:
 - a) SET Maritime & Electrical warrants 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 SET Maritime & Electrical or otherwise agreed to between the Purchaser and SET Maritime & Electrical for a period of no less than 12 months from date of installation.
 - b) Any SET Maritime & Electrical product found to be defective within the Warranty period shall be repaired or replaced by SET Maritime & Electrical at SET Maritime & Electrical's sole election. No allegedly defective products shall be returned to SET Maritime & Electrical however, without SET Maritime & Electrical's prior written authorisation and delivery instructions.
 - c) SET Maritime & Electrical makes no warranty, expressed or implied, with respect to the products acquired by the Purchaser except as set forth in this warranty. SET Maritime & Electrical shall not be liable for any Purchaser'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 SET Maritime & Electrical 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 SET Maritime & Electrical is liable in any way SET Maritime & Electrical's liability shall not exceed the amounts paid by the Purchaser for the products.
 - d) SET Maritime & Electrical has the right to inspect any product returned under warranty to confirm that the product contains a defect in material or workmanship. If SET Electrical determines that the product is covered by warranty, SET Electrical 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 SET Maritime & Electrical.
 - 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 SET Maritime & Electrical.
 - 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, operation and maintenance manuals.
- 5) All other liability of SET Maritime & Electrical whether arising from negligence or otherwise, is expressly excluded.
- 6) For the avoidance of doubt, if after inspection of any product returned to it, SET Maritime & Electrical 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 or concessional replacement, this is not to be construed as an admission of liability and SET Maritime & Electrical shall not under any circumstances be liable for any removal, reinstall costs or third party costs associated with our offer.
- 7) This warranty is offered by: SET Maritime & Electrical Pty Ltd
Suite 10, 1st Floor, Hughes Ctr, Moorooka, Queensland, 4105.
Telephone: +61 (7) 3067 3438
Email: surveyor@setqld.com.au

To claim under this ACL consumer warranty: Please submit in writing, by email or letter,

- Your contact details: phone (fixed or mobile), email address if applicable
- The location of the product and installation.
- Product model
- Product serial number
- Date of purchase
- Copy of your Tax Invoice for the goods
- Date of installation or date of commissioning
- Installed by – Installer's 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: ie. contacted selling dealer or installer?
- Any other information that you feel is relevant to your installation or the product failure.