

SPILVAC™

TECHNOLOGY GROUP PTY LTD
PRODUCT
WARRANTY



TERMS & CONDITIONS
2022-2023

GENERAL TERMS & CONDITIONS:

The benefits to the user given by the warranty are in addition to other rights & remedies of the consumer under law in relation to the goods or services to which the warranty relates.

The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) and the New Zealand Consumer Guarantee Act (1993) as well as other laws in each of those jurisdictions guarantee certain conditions, warranties and undertakings, and give you other legal rights in relation to the quality and fitness for purpose of Spilvac Industrial products sold in Australia & New Zealand respectively.

For products sold in New Zealand these guarantees cannot be modified nor excluded by any contract except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act

In Australia our products 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 compensation for any reasonably foreseeable loss or damage. You are also entitled to have to have the product sold to you repaired or replaced if the product fails to be of an acceptable quality and the failure does not amount to a major failure. What constitutes a major failure is set out in the Australian Consumer Law.

Nothing in the warranty purports to modify or exclude the conditions, warranties and undertakings and any other legal rights, under the Australian Competition and Consumer Act, the New Zealand Consumer Guarantees Act and other Laws. This warranty gives you additional protection for your Industrial product, and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions below.

Coverage and Application:

a) Spilvac Warrants that your product:

- Is of acceptable quality
- Does not have a latent defect

b) For the purpose of the warranty, a Spilvac Industrial Product is a product which:

- Was manufactured by or on behalf of Spilvac
- Is used in a normal industrial environment.
- Was purchased either in Australia or New Zealand but does not include items such as Hose, Filter Cartridges, Vacuum Cleaner Tools, compressed air lines, drums, drum dollies, or drum handling equipment

c) Warranty Period:

- The warranty period shall be defined as 12 months from the actual date of purchase as shown on a Spilvac invoice or on a registered Reseller of Spilvac products (the distributor)
- The product is guaranteed to be free from defects in workmanship for a period of 12 months from the date of purchase. Defects that occur within the warranty period under normal use defects that occur within this warranty period under normal use and care will be repaired, replaced or refunded at the discretion of Spilvac solely at our option with no charge for parts or labour.
- If you consider that the Spilvac product which you have purchased is not of an acceptable quality, has a latent defect or is otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you under Australian Law or New Zealand Law (for example, it appears faulty, or does not work at all or properly) you can make a claim under this warranty.
- Except where an International Product Warranty has been provided in the specific country where the Industrial vacuum was originally purchased. For example if you have purchased the Spilvac product within Australia, warranty service will be limited to Australia only; if you have purchased the Spilvac product within New Zealand, warranty service will be limited to New Zealand only
- If you purchased the Spilvac product in Australia and wish to make a claim under warranty, you should contact us via email at <sales @spilvac.au>
- If you purchased a Spilvac Product in New Zealand and wish to make a claim under warranty please e-mail sales@spilvac.au
- When you make a claim under this warranty it is essential that you provide a copy of your purchase invoice of the Spilvac product by e-mail. A claim under this warranty is not formally made unless and until the proof of purchase is provided to Spilvac. This does not detract from your statutory rights.
- You will not be able to gain the benefit of this warranty without making a actual claim
- If following receipt of a claim under this warranty, Spilvac or it's agent (having advised Spilvac) determine that your claim in respect of a Spilvac Industrial product is valid (having regard to the terms of this warranty) then Spilvac's preferred approach to resolving such a claim will be assessed on it's merits, if the made claim is in fact justified than Spilvac or it's agent will provide you with a repair, replacement, or refund, this may entail a transfer of ownership of the original product to Spilvac where replacement or a refund would take place. Any such resolution by Spilvac of a claim does not detract from any other statutory rights which you may have in the circumstances, including your right to monetary compensation for a valid claim.
- If, following a receipt of claim under this warranty, Spilvac or it's agent determine that your claim in respect of a Spilvac product is invalid, Spilvac retains the right to charge you for parts, labour and or transport costs plus GST incurred by Spilvac or it's agent in assessing your claim
- This warranty is transferable to a subsequent owner, in the event of the sale of that Spilvac product, providing that within a reasonable time of the sale, of the subsequent name & contact details, such notice is to be provided by e-mail to <sales@spilvac.au>

- Where change of ownership does take place the previous owner is responsible to advise Spilvac of the change of circumstances of ownership & should advise of model type, serial number as well as contact details by e-mail to sales@spilvac.au in order for the warranty to be carried forward, if such advises do not take place Spilvac will consider the warranty "null & void". In the case whereby transfer of ownership has been advised the Spilvac product will be subject to the remaining warranty period.

Carry-in Repairs:

If you wish to make a claim in relation to a warranty whereby you the owner wishes to hand deliver a Spilvac product to Spilvac or its registered reseller/distributing agent for assessment or servicing, there will be no expectation placed upon Spilvac or its agent to deal with the claim on the same day of hand in, Spilvac & it's authorised reseller/distributor will deal with any issues in a timely manner with allowances made in the day to day running of its business activities and queuing of the natural flow of the business.

Where a Spilvac product is sent by a transport contractor Spilvac will not be held responsible for damage to any incoming item that is not suitably packed.

Warranty Exclusions:

- This section identifies what is excluded under this warranty.
- For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Competition and Consumer Act, the Australian Competition and Consumer Regulations 2010, or the New Zealand Consumer Guarantees Act (as applicable) and which are not expressly included in this warranty as additional warranties or conditions are excluded.
- This warranty does not extend to loss caused by normal wear & tear, fire, water, (liquid spillage or ingress), theft, vermin or insect infestation.

This Warranty does not include:

- Misuse or abusive use of the Spilvac Product including physical abuse.
- Incorrect operation or not following the operating instructions (as stated in the issued "Operations Manual")
- Improper installation
- Improper or incorrect maintenance or failure to maintain the Spilvac product, including the use of copy filters.
- Failure to clean or improper cleaning of the Spilvac product
- Incorrect supply both pressure & volume of required compressed air supply
- Water or Oil in compressed air supply
- Exposure to excessive heat, moisture or dampness
- Exposure to abnormally corrosive conditions
- Wear & tear on such items as, Intake suction pipe, suction hose, filter cartridges, Cartridge Covers, Vacuum Wands, Vacuum floor tools or tool attachments, drums, drum dollies or material handling equipment
- Damage to internal parts caused by removal of filter cartridge, Drum lid gaskets,
- The vacuuming of explosive liquids or materials (this would include injury to a actual user or co worker within the vicinity of where the Spilvac product is in use)
- Repair, modifications, or other work carried out on a Spilvac product by non authorised personnel
- Any damage to a Spilvac product where the Spilvac product is not designed for use
- Adverse conditions, such as over pressure and or volume supply of compressed air, thunderstorm activity, acts of God, acts of Terrorism, damage caused by vermin, or any other circumstance beyond the control of Spilvac, its Agents, Resellers or Distributors.
- This warranty does not cover any Spilvac product purchased at an auction.
- If the Spilvac product you are using has been rented or leased by you, and you consider a claim might be made under this warranty, you should refer the matter to the Rental or leasing company, they will handle the matter.
- The warranty does not cover service costs in replacing & maintaining consumable parts which have ceased working through normal wear & tear.
- This warranty does not cover Spilvac products which, at the time you consider a claim might be made under this warranty, do not bear the original manufacturers factory-applied serial number in it's original form (for instance where it or the sticker bearing has been removed, wiped out, rubbed off, or altered)

New Zealand only exclusion:

If you have purchased a Spilvac product in New Zealand it is hereby agreed that the provisions of the Consumer Guarantee Act 1993 do not apply in accordance with section 43 (2) of the act

Parts & Labour Warranty:

Unless specified this warranty covers corresponding costs for labour which may be required to repair the Spilvac manufactured product, if Spilvac or it's Reseller/ Distributor repair the item under this warranty.

**FOR FURTHER INFORMATION
PLEASE CONTACT
The MANUFACTURER**

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