

Terms and Conditions of sale

- 1) By purchasing a product from Warewashing Solutions Pty Ltd, you agree to be bound by the terms and Conditions of the following agreements.
- 2) the granting of credit shall be at the sole discretion of the company and shall be varied from time to time as it seems fit. A letter signed by an officer of the company shall be evidence as to the terms of credit applicable at any time. Credit will be automatically stopped if any invoice is outstanding.
- 3) Prices for the product will be as invoiced and are subject to change without notice.
- 4) All prices quoted in this price list are exclusive of GST
- 5) the contract of sale is between the company and its direct customer only.
- 6) Warewashing Solutions Pty Ltd is not responsible for any loss of profits in the event of failed transactions.
- 7) If payment for any goods is not made on the due date for payment or if the applicant being an individual, commits an act of bankruptcy or being a company that goes into liquidation whether Voluntary or pursuant to an Order of Court or suffers a Receiver, Receiver Manager or Official Manager to be appointed or enters into a Scheme of Arrangement with its creditors pursuant to the Corporations Act 2001 section 513 or if the Company is of the opinion that the applicant being an individual ceases to trade with the Company and/or without the written consent of the Company, the business of the applicant is carried on by an incorporated body then the company may, without enter any premises occupied by the applicant with such facilities as may be necessary and remove all the goods of the Company, in respect of which the title has not passed to the applicant and for the purpose thereof may enter such premises forcibly if necessary and take such action as may be necessary to gain access to any premises for the purpose of removing such goods.
- 8) The Applicant acknowledges that before entering into an agreement for the purpose of purchasing any goods from the Company, he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows no circumstances which would entitle any debenture holder or unsecured creditor to appoint a receiver, to petition for winding up the company or exercise any other rights over or against the company assets
- 9) The Applicant acknowledges that he is in possession of any goods purchased from the Company, solely as bailee for the Company until such time as the full price thereof , is paid to the Company.
- 10) Goods shall remain the sole and absolute property of the Warewashing Solutions Pty Ltd as legal and equitable owner until such time as the Applicant shall have paid to the Company the total agreed price. Following such payment, title of the goods shall be transferred to the applicant. If payment is made by cheque ownership shall not be deemed to be made until any cheque in payment has been duly honoured.
- 11) The Applicant's right of possession of the goods shall cease if he, not being a Company, commits an act of bankruptcy or if, being a company, does anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up. The Company may for the purpose of recovery of its goods enter forcibly if necessary upon any premises where they are stored and may repossess and remove the same.

12) Delivery

- a) Deliveries are FOB, and delivered to curb side only, unless agreed to by Warewashing Solutions Pty Ltd

13) Severability: All provisions contained herein shall be construed so as not to be invalid, illegal or unenforceable in any respect but if any such provision on its true interpretation is illegal, invalid or unenforceable that provision may, at the options of the parties hereto, be read down to such an extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all circumstances as to give it a valid operation of partial character. In the event that any such provision or part thereof cannot be so read down, such provision shall be deemed to be void and severable and the remaining provisions hereof shall not in any way be affected or impaired thereby.

Terms and Conditions of Warranty

1) Term of Warranty

- a) Unless otherwise specified, all NEW equipment is covered by a 12 mth parts and labour warranty, subject to our terms and conditions of sale and warranty, from the date of purchase.
- b) The parts and labour warranty term is effective from the date of purchase.

- c) All spare parts supplied on charged invoices after normal warranty period for a unit that has expired, have a warranty of three months from date of invoice. Parts that fail during this time only will be replaced under warranty.
- d) Extended warranties are available (subject to conditions): refer to the relevant documents or contact Warewashing Solutions sales office.
- e) The parts and Labour warranty is subject to the following terms and conditions, which may vary without notice. As our policy is one of continual product development, we reserve the right to amend price and specification without notice. A copy of current terms and conditions can be obtained from Warewashing Solutions.

2) Validating your warranty

- a) To validate warranty, the warranty registration form and commissioning checklist must be returned to Warewashing Solutions Pty Ltd within four weeks of date of invoice. Units that are not registered within four weeks may not be eligible for a warranty.
- b) All installations and commissioning must be carried out by an authorized Warewashing Solutions approved technician (at the customers cost) in accordance with local Installation code and Local Authority requirements, covering electricity, gas, fire and health and in accordance with the appropriate electrical or gas rules and as per standard AS5601. Installation and commissioning procedures must be carried out in accordance with the instructions in the manuals supplied with all equipment.
- c) At Warewashing Solutions Pty Ltd discretion, replacement parts will be sent out in even exchange for the returned part, with return freight prepaid by customer. All parts being returned under warranty should be sent to the Warewashing Solutions head office.

3) Reporting a Suspected Warranty issue

- a) When a service issue occurs, the end user must call Warewashing Solutions Pty Ltd to report the problem on 1300 217 411. If the issue cannot be resolved by phone, Warewashing Solutions Pty Ltd will contact the closest authorized service agent for assistance and will forward the information regarding the issue, including works order.
- b) Please ensure you have the serial number and model of machine, the site address, contact name, phone number, purchase and/or installation date and a fault description when calling Warewashing Solutions to report a problem.
- c) After a service agent of company technician has been selected a representative of Warewashing Solutions Pty Ltd will call the end user back with the contact details for the service agent and inform them that the service company will contact them to schedule a service. If they are not contacted within a reasonable amount of time, then the end user must call the service agent to schedule the service, place and time.

4) Warranty Inclusions

- a) Warewashing Solutions Pty Ltd warrants that the equipment, as supplied by Warewashing Solutions to the original purchasers, is free from defects in materials and workmanship, under normal and proper use and maintenance service as specified by Warewashing Solutions Pty Ltd, and upon proper installation and start-up in accordance with these Terms and Conditions with the instructions supplied with each unit,
- b) Should any part become defective as a result of normal use within the period and limits defined below, then at the discretion of Warewashing Solutions such parts will be repaired or replaced by Warewashing Solutions or its nominated service agent.
- c) Any parts covered under this warranty that are determined by Warewashing Solutions to have been defective within the warranty period will be replaced, freight prepaid by Warewashing Solutions.

5) Warranty Exclusions

- a) This warranty applies only to products distributed and invoiced by Warewashing Solutions Pty Ltd and does not override the terms and conditions and warranties from the manufacturer supplied goods invoiced
- b) Warewashing Solutions Pty Ltd will not be held responsible for charges for any services work not deemed to be warranty work including exclusions
- c) Repairs under this warranty must be performed by a Warewashing Solutions nominated agent. Warewashing Solutions will not be held responsible for charges incurred or service work carried out by non Warewashing Solutions nominated agents unless prior approval to the repair has been given by Warewashing Solutions Pty Ltd.
- d) distributors and dealers are not permitted to send service agents without authorization from Warewashing Solutions Pty Ltd

- e) Repairs in accordance with this warranty should be carried out between the hours of 8.30 am to 5 pm Monday to Friday. Out of hours call-out rates and charges will not be accepted without prior arrangement. Penalty rates for after-hours service apply and when charged, the difference between normal hourly rates and penalty rates will be the customers responsibility.
- f) Warranty is not transferrable. This warranty is not assignable and applies only in favour of the original purchaser/user to whom delivered. Any such assignment or transfer shall void the warranties herein made and shall void all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- g) Consumables, component adjustments and the resetting of safety devices are not covered under this warranty, after the first 30 days after installation.
- h) Installation problems (where not installed by Warewashing Solutions) adjusting and correcting installation issues, are exclude from this warranty, including but not limited to: adjustments associated with the commissioning of the machine or requirements specified in the product user's manual e.g. Checking operation of door switches, settings switches in correct position, checking hose fitting etc: Failure to install units in accordance with the instructions manuals supplied with all equipment; any connecting service that does not meet the equipment specification, including but not limited to water supply (hot or cold, pressure) pipe work and/or connections made by others; quality of water, water temperature outside equipment specification; electrical supply cabling and/or mains connections made by other parties; electrical connecting plugs made by others and/or wall socket outlets; gas supply pipe cleaning : chemicals, water ingress and/or damage due to incorrect cleaning procedures; unfiltered/ untreated/ hard water. local environmental issues (unless previously agreed in written form); damage caused by vermin, chemical supply hoses, connections, pumps, fittings and adjustments.
- j) Loss of profits, damage to other equipment or other consequential damage are excluded from this warranty: under no circumstances shall Warewashing Solutions or any associated company or agent be liable for economic loss, loss of profits, loss of product or damage to other equipment, whether or not on account of Warewashing Solutions supplied equipment failure.
- k) Damage to or of glass parts is excluded from this warranty, including but not limited to the following door glass panels, globes/bulbs and fuses when blow due to globe/ bulb failure, lens covers, gauge glasses; lamps
- l) Door gaskets and seals are excluded from this warranty
- m) Hoses including dishwasher drain hoses are excluded from this warranty
- n) Faults on refrigeration units which are directly related to lack of regular cleaning of condenser and blocked inlet air flow are excluded from this warranty.
- o) Costs associated with cleaning the equipment in order to access necessary fixtures and components are excluded from this warranty
- p) the following failures or faults when directly related to lack of regular cleaning and maintenance are excluded from this warranty: rusting and or corrosion, de-scaling. blocked solenoid valve bodies, blocked drains, drain pipes and/or failure of components due to blockage.
- q) Tightening and/or adjusting tension of drive chain or belts is excluded when equipment is older than 30 days
- r) Missing items are excluded from this warranty including but not limited to; lost components, fittings and /or attachments
- s) the resetting of tripped safety devices where equipment is older than 30 days and where no other fault exists is excluded from this warranty, including but not limited to; tripped temperature devices; tripped overload devices, tripped circuit breakers.
- t) Warranty will be void if fault is directly caused by ; supply hoses and/or drainage lines not supplied by Warewashing Solutions; fitting of any non- genuine Warewashing Solutions component; failure due to malfunction of parts not supplied by Warewashing Solutions including but not limited to chemical injectors, detergent dispensers and water filters; any modifications or alteration to equipment not approved by Warewashing Solutions; parts or equipment that Warewashing Solutions determine to have been subjected after the date of supply to alteration, neglect abuse, misuse accident, damage during transit or installation, fire flood or act of God.
- u) Additional labour costs associated with restricted access are excluded from this warranty
- v) No- Fault Found calls or calls where operator error is evidenced are not covered under this warranty
- w) There are no other warranties other than those mentioned herein; express, implied or statutory. These warranties herein mentioned are exclusive and in lieu of all other warranties, including implied warranty and merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description contained within this warranty