

**ARCTIC STEEL PTY LTD**  
**Manufacturer's Product Warranty**

**DEFINITIONS**

- “Arctic Steel” means Arctic Steel Pty Ltd ABN 83 737 471 054 “Product” means goods purchased from Arctic Steel that have been manufactured in whole by “Arctic Steel.”
- “Buyer” means any person or entity who buys product for consideration from Arctic Steel.
- “The Law” means and includes the Competition and Consumer Act 2010 (Cth) and any relevant Australian State or Territory fair trading or other consumer protection legislation and includes any statute amending, consolidating or replacing the same from time to time.

**WARRANTY**

1. Arctic Steel warrants that:-
  - a) all Product is produced under a Quality Assurance System to Australian manufacturing standards;
  - b) the Product conforms to the written description in the purchase order quotation and related purchase documentation accepted by Arctic Steel in writing except for such defects that are normally regarded as being commercially acceptable;
  - c) the Product will be reasonably fit for the purpose of use described by Arctic Steel, however, Arctic Steel accepts no responsibility from third party misrepresentation;
  - d) the Product will be of merchantable quality and free from defects in material and workmanship.
  
2. If within twenty-four (24) months from the date of purchase by the Buyer of any stainless steel product, the Buyer gives to Arctic Steel written notice that the Product does not correspond with the description or is defective (and such defect could not have been detected at the time of delivery) and Arctic Steel agrees then PROVIDED:-
  - a) that Arctic Steel, via its customer service department, is contacted promptly;
  - b) that the Buyer supplies to Arctic Steel sufficient proof of purchase, the model number and serial number of the product;
  - c) that if necessary, the Product is returned by prepaid freight to the Arctic Steel distributor nearest to the Buyer:-
    - i. within fourteen (14) days of detected of the alleged fault; and

- ii. in the same order and condition as that in which it was delivered; and
- iii. packaged to prevent any damage in transit; and
- iv. that the Product contains the return authorisation number, customer identification number, and return delivery details

AND

- d) if any alleged defect or failure to correspond with description that has not arisen from:-
  - damage caused by rust;
  - alleged defect or failure to correspond with description;
  - improper or incorrect installation or site preparation;
  - improper maintenance, adjustment, modification or contamination caused or induced by the Buyer;
  - the Product being used or attempted to be used in a manner which is beyond normal commercial capacity and application of the Product;
  - any abuse or misuse of the Product including operation of the Product in circumstances where the Product may be subject to irregular electrical supply;
  - The 24mth warranty period does not apply to consumable items, which includes baskets and gaskets, these should be replaced when required during scheduled maintenance.

then Arctic Steel will at its option either:-

- e) repair any part of the Product which is proven to be defective in material or workmanship upon Arctic Steel's examination. The repairs will be carried out by Arctic Steel personnel or persons appointed by Arctic Steel at Arctic Steel premises or at the site or at premises of the supplier to Arctic Steel. This warranty does not include removal, installation costs or liability exceeding the selling price of the Product. Arctic Steel warrants that all repairs on returned Product will be free from defects in materials and workmanship for a period of sixty (60) days; or
  - f) replace the Product.
3. The Buyer will be liable to Arctic Steel for all reasonable costs incurred by Arctic Steel in relation to the investigation, analysis and testing of a Product which are not defective in the reasonable opinion of Arctic Steel.
  4. In no circumstances will Arctic Steel:-
    - a) incur liability in respect of, or arising from, or in connection with harm or injury suffered or incurred by the Buyer;
    - b) incur liability in respect of any special consequential direct or indirect loss or damage;
    - c) accept liability for the cost of any repair or attempted repair by the Buyer by any authorised third party.