



Issue Date: 07 September 2009

Revision Date: 14 October 2009

Number: POL009-001

## POL009-001: Warranty Policy

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### 1.0 Definitions

The terms listed below shall have the following meanings:

**"Camec"** means Camec Pty Ltd (ACN 004 846 584) of 47-63 Remington Drive, Dandenong South, Victoria 3175.

**"Purchaser"** means the persons, firm or company being supplied with goods and /or services.

**"Product"** means the equipment purchased by the Purchaser

**"Manufacturer"** means the original company who created the product

### 2.0 Terms of Warranty

- 2.1 "Camec" warrants that, subject to the exclusions and limitations below, the "Product" will be free from defects in materials and workmanship under normal use and maintenance for a period of 12 months from the date of supply to the original "Purchaser", unless otherwise specified.
- 2.2 The date of supply to "Purchaser" must be evidenced by the original invoice. This Warranty applies to the original installation of the "Product" only.
- 2.3 If a defect appears in the "Product" before the end of the Warranty Period and "Camec" finds the "Product" to be defective in materials or workmanship, "Camec" will, in its sole discretion, either:
  - (a) replace or repair the "Product" or the defective part of the "Product" free of charge;
  - (b) cause the "Product" or the defective part of the "Product" to be repaired or replaced by a qualified repairer free of charge;
  - (c) provide payment of the cost of having the "Product" replaced (or acquiring an equivalent "Product") or repaired, or services re-supplied.
- 2.4 "Camec" reserves the right to replace defective parts of the "Product" with parts and components of similar quality, grade or composition where an identical part or component is not available.
- 2.5 This "Warranty" is in addition to any warranties imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this "Warranty" is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods or services which cannot be excluded, restricted or modified.

### 3.0 Exclusions

- 3.1 The "Warranty" will not apply where:
  - (a) the "Product" has been on-sold or assigned by the "Purchaser";
  - (b) the "Product" has been improperly modified or repaired or the "Product's" defect has arisen due to the "Purchaser's" failure to properly install, fit, maintain, service or use the "Product" in accordance with the specifications and instructions provided by the "Manufacturer", including a failure to comply with the relevant maintenance schedule (where applicable);
  - (c) "Camec" cannot establish any fault in the "Product" after testing;
  - (d) The "Product" has been used other than for the purpose for which it was designed;
  - (e) The "Product" has been subject to abnormal conditions, including but not limited to temperature, pressure, stress, load or similar;
  - (f) The "Purchaser" or installer has used or fitted non-genuine or non-approved parts and accessories to the "Product" or has failed to use recommended parts and accessories;
  - (g) The "Product's" defect has arisen due to abuse, misuse, neglect or accident;



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- (h) The "Product" has not been installed in accordance with the relevant instructions;
- (i) The "Product's" defect is caused by use or fair wear and tear of the "Product" or expendable parts.

### 4.0 Limitations

- 4.1 "Camec" makes no warranties or representations other than those set out in this "Warranty".
- 4.2 If a "Product" was received damaged, the goods must be returned to "Camec" within 7 days for warranty purposes.
- 4.3 "Camec" will not be liable:-
  - (a) to the "Purchaser" or any other person for any consequential, direct or indirect loss, damage or costs incurred or suffered by the "Purchaser" or any other person, including but not limited to damage to persons, other property, loss of turnover, loss of profits, loss of business or goodwill;
  - (b) to the "Purchaser" or any other person for any costs associated with any testing or repair of the "Product" or any goods to which it is fitted undertaken by a third party in relation to any defect;
  - (c) for damage or defects in any "Product" caused by improper transportation, storage or any other misuse, neglect or accident.
- 4.4 "Camec" is not responsible for the installation of the "Product". Any fault or defect due to installation should be referred to the installer. The "Product" must be installed in accordance with the "Manufacturer's" instructions and any relevant legislation or code.

### 5.0 Warranty Claims

- 5.1 If a fault covered by the Warranty occurs, the "Purchaser" must first contact "Camec".
- 5.2 Contact with "Camec" may be made in any of the following ways:
  - (a) Phone 1300 654 936
  - (b) Fax 03 9799 4476
  - (c) Email [service@camec.com.au](mailto:service@camec.com.au)
- 5.3 Any "Warranty" claim from the "Purchaser" must be accompanied by:
  - (a) Proof of purchase;
  - (b) Return of Product (unless otherwise advised)
  - (c) Full details of the alleged defect; and
  - (d) If applicable, evidence of maintenance performed in accordance with the relevant maintenance schedules.
- 5.4 The cost of delivery and insurance of the "Product" to and from "Camec" and the cost of testing the "Product" are the responsibility of the "Purchaser".
- 5.5 Where it is deemed that the "Product" does not have a fault, the "Purchaser" will be charged a testing fee of \$55.00 (GST exclusive), this is subject to change without notice.

### 6.0 Returns

- 6.1 "Camec" may, at its absolute discretion, accept returns of non-defective "Products" purchased within 30 days of invoice date. If accepted by "Camec", returns for "Products" will incur a re-stocking fee of 25% of the invoiced price, payable on return of the "Products".