

WARRANTY/RETURN CLAIM FORM

Desired Action:

Replacement
 Refund
 Repair:

Company Name:

.....

Contact Name & Number:

.....

Authorized by:

(Please add the name of the Ocean Controls person who authorized the return /warranty)

.....

Ocean Controls Invoice No:

Description of defects or reason for return of goods: *(give as much detail as possible – use a separate page if required)*

.....

Date of purchase:

Please send this form and a copy of your invoice together with your parcel to:

**44 Frankston Gardens Drive,
 Carrum Downs, VIC 3201.**

** I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signature:.....

Name:.....

Dated:/...../.....

Please note: The issue or completion of this form by the *customer* does not constitute an admission of liability by Ocean Controls and a 20% restocking fee applies for goods returned/refunded without fault or due to incorrect ordering. *Goods* returned due to incorrect ordering will only be accepted within 2 weeks of the purchase date. Customised product orders cannot be returned unless found to be faulty.

OFFICE USE ONLY:

Refund Approved
 Replacement Approved
 Return Approved
 Faulty by incorrect use

Check by: _____

WARRANTY AGAINST DEFECTS TERMS & CONDITIONS

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any *defect* which, under proper use, appears in the *goods*, and which is due to faulty materials, workmanship, or design. (“*defect*”).

2 WHAT OCEAN CONTROLS WILL DO TO HONOUR THE WARRANTY

- 2.1 Ocean Controls will make good such *defect*, either by the repair or (at Oceans Controls’ discretion) replacement of the *goods*; which shall be the sole obligation of Ocean Controls, and the *customer*’s sole remedy, under this warranty. Ocean Controls shall not be liable for any *defect* if the *defect* arises:
- (a) because the *customer* has:
 - (i) repaired or altered the *goods* without the written consent of Oceans Controls’ authorised officers; or
 - (ii) subjected the *goods* to conditions outside the manufacturer’s stated instructions on storage, usage, installation, use or maintenance.
 - (b) once the *goods* (being a kit) are under construction, as Ocean Controls cannot guarantee the workmanship of the person assembling the *goods*. If such *goods* have been purchased assembled and tested by Oceans Controls, then this warranty shall apply.
- 2.2 Any *goods* replaced or repaired under this warranty will be guaranteed on these terms for any unexpired portion of the warranty period given on the original *goods*.
- 2.3 Any work required to be completed in addition to fixing the *defect* is the responsibility of the *customer*. Additional work includes: any replacement of constituent parts required to affect any rectification or make any repair.

3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the *customer* will need to:
- (a) present the defective *goods* to Ocean Controls for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed *defect*; and
 - (b) provide evidence of proof of purchase upon request by Ocean Controls.
- 3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.3 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person or mailed to the address on this form.
- 3.4 The warranty is subject to Ocean Controls being satisfied that the *defect* was caused by defective workmanship or materials, and was not caused, or was not substantially contributed to, by other factors beyond Ocean Controls control, including incorrect installation, alterations or modifications of the *goods* not recommended by the manufacturer.

4 WARRANTY PERIOD

- 4.1 This warranty will cease from the date that is TWELVE (12) MONTHS after the date purchase.
- 4.2 If a *defect* does not materialise in the *goods* prior to the date provided in clause 4.1, Ocean Controls will have no liability to the *customer* under this warranty, and the *customer* releases Ocean Controls from all claims for loss or damage in any way connected with the *goods* from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 Ocean Controls is responsible for the costs directly associated with repairing the *defect* only.
- 5.2 Any work required to be completed under clause 2.3, which are in addition to those directly related to rectification of a *defect*, will be at the cost of the *customer*.
- 5.3 Freight costs related to returns (to and from the *customer*) will be the *customer*’s liability.

6 RIGHTS AT LAW

- 6.1 The benefits given to the *customer* under this warranty are in addition to other rights and remedies of the *customer* at law in relation to the *goods*.
- 6.2 Ocean Controls’ *goods* come with guarantees that cannot be excluded under the Australian Consumer Law. The *customer* is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The *customer* is 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.