

## WARRANTY AGAINST DEFECTS

Pembroke Holdings Pty Ltd T/A Ocean Controls and its successors and assigns ("Ocean Controls") provides the following limited warranty against defects to:

("the Customer") *[Insert Customer's Name In Box Above]*

### 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 from 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 are the responsibility of the Customer. Additional work includes: any replacement of constituent parts required to effect 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.

### 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.



ABN: 22 061 932 027
Postal Address: PO Box 2191, Seaford BC, VIC 3198, Australia
Physical Address: 14 Miles Grove, Seaford, VIC 3198, Australia
Phone: +61 3 9782 5882
Fax: +61 3 9782 5517
Email: sales@oceancontrols.com.au
Website: www.oceancontrols.com.au

WARRANTY CLAIM FORM

Customer:
Contact No.
Description of Goods supplied:
Copy of Invoice enclosed:
(tick box)
Invoice No:
Description of defects:
(give as much detail as possible – use a separate page if required)
Date of purchase:
Desired Action:
Account Details:
(for refund or additional charges)

Form fields for Customer, Contact No., Description of Goods, Invoice No., Description of defects, Date of purchase, and Desired Action.

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.

Signed:.....

Name (please print): .....

Dated: .....

[Please note, the issue or completion of this form by the Customer does not constitute an admission of liability by Ocean Controls]