

Dragonfly M-18 & T-16

Warranty Contract Terms and Conditions

Product Eligibility, Coverage, Terms and Conditions:

In Australia this Guarantee is additional to the conditions and Guarantees which are mandatory as implied under the Trade Practices Act 1974 and State and Territory legislation.

This warranty only applies if the URWater product supplied with this warranty is imported into Australia by URWater Corporation Pty Ltd and is purchased in Australia from a URWater Store or authorised URWater distributor.

If during the relevant warranty period, the product covered by this warranty is found to be defective under normal conditions of use and servicing you should return the product to an authorised URWater repairer or point of purchase together with your original purchase receipt. URWater reserves the right to refuse to honour this Warranty if any information relating to the date or place of purchase of the covered product has been removed or changed. If you are unable to locate your original copy of your purchase receipt from a URWater point of sale you may request that URWater email you a copy of your purchase receipt.

You will be responsible for transporting the product to an authorised URWater repairer or place of purchase when claiming under this warranty. Risk of loss or damage to the product will be at your risk during transit to and from the Authorised URWater repairer or place of purchase. If you are within the Metro area of the place of purchase you may be eligible to have a URWater service agent conduct repairs at the place of installation of the product. Contact URWater to determine eligibility of this service.

This warranty only applies in the case of defect in materials, design or workmanship. Without limiting any statutory rights which may be available to consumers in respect of the URWater product, this warranty does not apply;

1. in the case of routine maintenance, repairs, servicing and replacement of parts due to normal wear and tear;
2. in the case of damage to or malfunction of the URWater Product caused by or resulting from:
 - a. normal wear and tear
 - b. failure to use the product for its normal purposes, failure to use the product in accordance with URWater's instructions relating to use and maintenance of the product or use inconsistent with technical or safety standards in Australia;
 - c. repairs undertaken by unauthorised service providers;
 - d. any power supply fault in ancillary equipment used with the product;
 - e. external interference;
 - f. salt build-up or rust corrosion;
 - g. Damage occurring during transportation, installation or while moving the product, Damage caused by accident, neglect, abuse, misuse, actual or attempted theft, sand, water damage, rust, corrosion, fire, vermin and/ or insect infestation, acts of god, commercial use (except for internal office use), power outages or surges, inadequate or improper voltage or current.
 - h. power plugs or leads, appearance items or cabinetry;
 - i. the entry of foreign matter to the product including, without limitation, liquid, moisture or dirt;
 - j. incorrect or incomplete installation resulting in the entry of water into the product;
 - k. alteration of the product by any person other than an Authorised URWater Service centre or Representative
 - l. Negligence;
 - m. Costs of removal or reinstallation outside of the Metro area of the place of purchase;
 - n. Replacement of, or damage caused by, consumables, internal or external to the product;
 - o. Defects in the product brought to your attention before purchase;
 - p. Products that are recalled by the manufacturer, importer or government agency;
 - q. Lamps, bulbs or fuses forming part of the product;
 - r. Non operating cosmetic items, paint, or product finish, accessories used in or with the eligible product unless covered under a separate Warranty Contract, cables, filter cartridges, UV Lamps and add on options incorporated in a product for which this contract was purchased;
 - s. Faults in any external wiring, electrical connection or plumbing which is not part of the product;
 - t. Routine maintenance, cleaning or external adjustments; or
 - u. Costs associated with a repairer inspecting the product if no product fault or damage is found.
3. If URWater reasonably believe that the URWater product to be stolen;
4. If the URWater product is used for any purpose other than domestic and light commercial use (internal office use only);
5. If the URWater product is serviced by unauthorised service providers;

A service charge will be made for all claims on this warranty found not to be justified.

This contract is not a warranty of performance or insurance policy.

Transfer of ownership: This warranty can be transferred to a new owner of the product you purchased. To organise the transfer please contact URWater to arrange the transfer.

Service within the Metro area of your place of purchase

In the event that a claim is made for a faulty product located within the Brisbane Metro area, a URWater representative will arrange with you a mutually suitable time in which a service can be arranged within a reasonable time period. An inspection will be carried out at the installed location of the product to determine the fault and repair if possible. If a fault cannot be rectified during this time, a replacement product will be loaned whilst the faulty product is taken to an authorised URWater service depot for repairs. If the fault cannot be rectified, URWater will replace the defective product with another new product at a time mutually suitable to both parties. Filtration cartridges and UV Lamps will be replaced with those from the faulty machine and placed into the replacement machine upon exchange. If the fault is rectified, a URWater representative will contact you to arrange a mutually suitable time for the exchange. The URWater representative will reinstall your machine in the same location previously installed, at this time.

Service outside of the Metro area of your place of purchase

In the event that a claim is made for a faulty product located outside of the Brisbane Metro area, a URWater representative will arrange with you a mutually suitable time for you to deliver your product to the URWater warehouse located at 14/256 Musgrave Road, Coopers Plains QLD 4108 or as specified by URWater representatives. A URWater technician will inspect the product and attempt to rectify the fault within a reasonable time period (if pre-arranged times are made for delivery, allow 6 working hours for technician to make required repairs). If fault cannot be rectified within this period a replacement product will be supplied whilst further repairs are carried out to rectify the fault. Upon completion of the repairs, a URWater representative will arrange with you a mutually suitable time for an exchange of products to occur. If the fault cannot be rectified during this time, a new replacement product will be provided. Filtration cartridges and UV Lamps will be replaced with those from the faulty machine and placed into the replacement machine upon exchange.

URWater may engage another person to perform its obligations under this contract and for this purpose you consent to URWater providing that person with your contact details and information about your purchase.

Disclaimer of liability

Under no circumstances shall coverage extend to any loss or damage to a person or property, direct, consequential or incidental, arising from use or inability to use the product, including any economic loss, to the extent that such may be disclaimed by law. This contract does not cover defects which are subject to manufacturer's recall or which are covered under a manufacturers program of reimbursement. It is an extended warranty agreed to between you and

URWater where your product was purchased. This is not a guarantee or promise relating to the nature of the material, workmanship or performance of the product covered by the contract.

You consent to these parties contacting you or a new owner of the product you purchased, including sending emails or making contact by telephone, for the purposes set out above. You confirm you have the necessary authority to provide this information and to give these consents.

You consent to all of the uses and disclosures of your contact details and information described in the URWater's Privacy Policy which can be accessed at www.urwater.com.au and this statement. URWater may use and disclose information about you to its insurers, its claims managers, its repairers and its other suppliers (including to any person situated outside of Australia) for the purposes of:

- Transferring this extended warranty to a new owner of the product you purchased.
- Processing claims in relation to this extended warranty.
- Repairing or replacing goods under this extended warranty.
- Offering goods and services related to this extended warranty to you.

You consent to these parties contacting you or a new owner of the product you purchased, including sending emails or making contact by telephone, for the purposes set out above. You confirm you have the necessary authority to provide this information and to give these consents.

Except as expressly provided to the contrary in this Warranty, to the extent permitted by law, all express and implied terms, conditions, representations and warranties relating to the URWater product are excluded and URWater will not be liable for any loss or damage (including injury, death, loss of profits or reputation, economic loss, indirect, special, consequential, general or any similar damages) arising in any way, either directly or indirectly, from the use of the URWater Product supplied with this warranty, any defect in the URWater product or from any failure by URWater or its directors, officers, servants, agents or contractors to perform any of its obligations under this warranty, whether as a result of negligence or otherwise.

If any condition or warranty is implied in the terms and conditions of supply of the URWater product supplied under this Warranty by the Trade Practices Act 1974 or any similar legislation of any state or territory of Australia and that legislation prohibits the exclusion, restriction or modification of such condition or warranty, such condition or warranty will be deemed to be included in the terms and conditions of supply of the URWater product. If any statutory right is granted to the purchaser of the URWater product supplied with this warranty by the Trade Practices Act 1974 or any similar legislation of any state or territory of Australia and that legislation prohibits the exclusion, restriction or modification of such right this warranty will be deemed to be in addition to and will in no way limit, vary or exclude the rights granted to the purchaser of the URWater product by virtue of such legislation.

To the extent permitted by law, URWater may limit its liability as follows to any one or more of the following, at its option:

1. if the breach relates to goods:
 - a. the replacement of the goods or the supply of equivalent goods;
 - b. the repair of goods;
 - c. the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - d. the payment of the cost of having the goods repaired; and
2. if the breach relates to services:
 - a. the supplying of services: or
 - b. the payment of the cost of having the services supplied again.

WHAT DO I DO WHEN I HAVE A WARRANTY CLAIM?

Step 1: Ask yourself the following questions:

- ***Has your fault occurred during the warranty period?***
 - If Yes, (during the warranty period) go to the next question.
 - If No, (outside of warranty period) please contact URWater to arrange a quote for repairs by an Authorised technician.

- ***Is my claim going to be covered under the terms and conditions of the product warranty?***
 - If Yes, go to the next question.
 - If No, please contact URWater to arrange a quote for repairs by an Authorised technician.

- ***Do I have the original purchase receipt?***
 - If Yes, go to the next step.
 - If No, Contact URWater to arrange for a copy be emailed or faxed to you.

Step 2: **If you live within the Brisbane Metro area**, contact URWater to arrange a mutually suitable time for a service agent to inspect and attempt repairs to the faulty product at your place of residence (URWater representatives will be able to inform you if your residence is within the Brisbane Metro area when you make your purchase and will record this detail on original receipt)

If you live outside of the Brisbane Metro area, contact URWater to arrange a mutually suitable time for you to deliver the product to our warehouse at 14/256 Musgrave Road, Coopers Plains QLD 4108.

(URWater may at their discretion offer to conduct service visits outside of the Brisbane Metro area, however this service is subject to availability of service agents and will attract a charge which will be determined, disclosed and agreed upon by both yourself and by a URWater service representative, prior to the service visit occurring)