

# Section 21

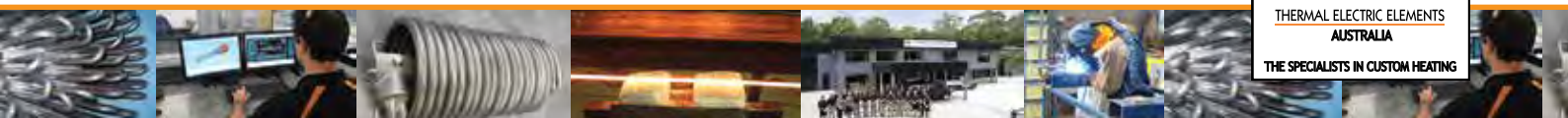
## Warranty



Warranty Terms

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## Warranty Terms

Thermal Electric Elements warrants the products manufactured by it to be free from defects in workmanship and materials. Its obligations pursuant to this Warranty being limited to the repair, replacement or refund of the original net purchase price, at its option and subject to the terms and conditions stated below, of any products or part thereof which its examination shall disclose to be so defective.

### Warranty Period

#### **Industrial Elements, equipment or parts thereof:**

12 months from date of manufacture, apart from any components for which a special warranty applies as detailed elsewhere in Thermal's offer.

#### **Special Applications:**

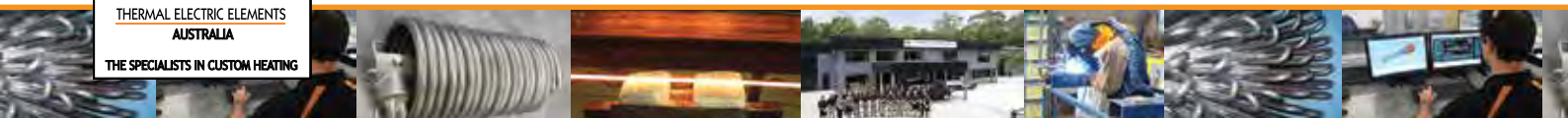
For special heating elements supplied for difficult applications, Thermal will consult and state the Warranty period for your particular product in their proposal.

### Terms

Repair, replacement or refund pursuant to this Warranty shall be effected upon the defective products being returned freight prepaid to the nearest TEE office. Any repaired or replacement products or part thereof so supplied shall be similarly warranted from the date of such repair or replacement for the unexpired period of Warranty attaching to the original item. Thermal Electric Elements shall not be responsible for any cost of or incidental to removing the defective element.

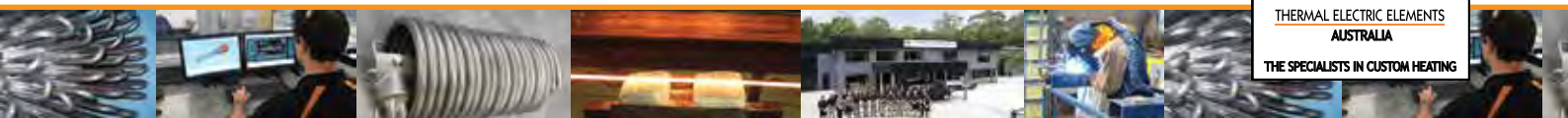
#### **Conditions**

1. This Warranty applies only within the Commonwealth of Australia but can be extended to other international markets with the express agreement of Thermal Electric.
2. Thermal Electric Elements guarantees that the insulation resistance of the electric heater is at an acceptable level and in accordance with Australian Standards when the electric heater is despatched from our production facility. Evidence of this can be found on the electrical test certificate supplied and/or retained with the production records of the company. As Thermal Electric Elements has no control over the storage, initial or ongoing preservation of the electric heater, it shall be noted that Thermal Electric Elements does not provide any warranty (inferred or otherwise) for minimum insulation resistance of the electric heater.



3. This Warranty shall not apply:
- a)** if any serial or identification number or installation plate on the product has been altered, rendered illegible or removed.
  - b)** unless written notice of any defects and any claim in respect thereof has been given within the Warranty period.
  - c)** if the Products have been:
    - i)* subject to misuse, abuse, negligence or accident;
    - ii)* operated on an electrical supply the voltage of which varies by more than 10% from the rated voltage applicable to the element;
    - iii)* connected to improper, inadequate or faulty fluid reticulation services;
    - iv)* installed, maintained or operated other than in accordance with the instructions and recommendations furnished by Thermal Electric;
    - v)* damaged by foreign objects;
    - vi)* repaired or altered other than by Thermal Electric or nominees of Thermal Electric;
    - vii)* used for any duty or subjected to any operating condition varying from that for which it was specifically supplied by Thermal, nor shall it apply in respect of any damage to the equipment arising from abrasion, erosion, corrosion, deterioration or the like contributed to abnormal temperatures, the influence of foreign matter or energy or the physical or chemical properties of water, steam or chemical compounds unless the equipment was supplied by Thermal Electric for a duty which contemplated the above contributing elements and in respect of which elements there was specific and detailed prior disclosure by the purchaser.
    - viii)* had rating plates removed
    - ix)* not fitted by a qualified electrician
4. The purchaser shall be responsible for and shall meet all charges in respect of:
- a)** Making the products accessible for service;
  - b)** Any labour, transportation, travelling or communication expenses necessarily incurred in the provision of repaired or replacement materials at locations other than Thermal Electric Elements Pty Ltd offices.
5. The Purchaser must produce proof of the date of original use if relevant when making a claim.

This Warranty is exclusive of all other warranties, descriptions, representations or conditions (including but not limited to fitness or suitability for purpose, tolerance to any conditions, merchantability or otherwise whether of a like nature or not and whether expressed or implied by law, trade, custom or otherwise) which are expressly excluded. Whether or not any plans or requirements have been submitted to Thermal Electric Elements it shall be the purchaser's exclusive responsibility to ensure that the goods supplied by Thermal Electric will be satisfactory to meet the purchaser's plans or requirements in respect of the goods.



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