



CONSUMER WARRANTY – AUSTRALIA

1

Nothing in this warranty is intended to exclude, restrict or modify any rights that a party may have under Commonwealth and/or State consumer protection legislation that cannot be excluded, restricted or modified. The benefits of this warranty are in addition to other rights and remedies that the Purchaser has under a law in relation to the goods.

2

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other loss or damage. You are 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.

3

To the extent permitted by law, where the Purchaser acquires a product as a 'consumer' within the meaning of the Australia Consumer Law, but where the product or is of a type that is not of a kind ordinary acquired for personal, domestic or household use or consumption, Franklin Electric (Australia)'s liability is limited to:

- (a) The cost of replacing the goods or
 - (b) The cost of obtaining equivalent goods or
 - (c) The cost of having the goods repaired
- which-ever is the lowest amount.

4

Where the Purchaser has a remedy against Franklin Electric (Australia) under Part 5-4 of the Australian Consumer Law, Franklin Electric (Australia)'s liability will be determined in accordance with Part 5-4 of the Australian Consumer Law. In all other cases the following provisions apply:

- (a) Franklin Electric (Australia) warrants its products will be free from defects in workmanship and materials, will perform consistently with samples previously supplied to the Purchaser and will conform to applicable specifications published by Franklin Electric (Australia) or otherwise agreed to between the Purchaser and Franklin Electric (Australia) for a period of no less than 12 months from date of installation or for 24 months from the date of manufacture, whichever occurs first. Some products have longer periods of warranty cover. Refer to our web site for details "Warranty Schedule Periods" at www.franklin-electric.com.au
- (b) Any Franklin Electric (Australia) product found to be defective within the Warranty period shall be repaired or replaced by Franklin Electric (Australia) at Franklin Electric (Australia's) sole election. No allegedly defective products shall be returned to Franklin Electric (Australia) however, without Franklin Electric (Australia's) prior written authorisation and delivery instruction.
- (c) Franklin Electric (Australia) makes no warranty, expressed or implied, with respect to the products acquired by the Purchaser except as set forth in this warranty. Franklin Electric (Australia) shall not be liable for any Purchase's



incidental expenses (including costs of inspection, testing, storage or transportation), any other charges, costs, or expenses, or consequential damages incurred by Purchaser or by any third party (including lost profits, liability to third parties' requirements) regardless of whether Franklin Electric (Australia) is shown to be at fault and regardless of whether there is shown to have been a defect in materials or workmanship, negligence in manufacture or design, or failure to warn. Notwithstanding paragraph 4(b) above, in the event that Franklin Electric (Australia) is liable in any way Franklin Electric (Australia's) liability shall not exceed the amounts paid by the Purchaser for the products.

- (d) Franklin Electric (Australia) has the right to inspect any product returned under warranty to confirm that the product contains a defect in material or workmanship. If Franklin Electric (Australia) determines that the products is covered by warranty, Franklin Electric (Australia) shall have sole right to choose whether to repair or replace the defective equipment, parts or components.
- (e) The warranty does not apply to products damaged as an act of god, including lightning, normal wear and tear, normal maintenance services and parts used in connection with such services, installation and operation outside of installation, operational and maintenance literature, design limitations, or any other matters beyond the control of Franklin Electric (Australia). Refer to our web site www.franklin-electric.com.au for a list of site, installation, operational circumstances that are not covered by this warranty.
- (f) This warranty will immediately void if any of the following conditions are found:
 - (i) Product is used for any purpose other than those for which it was designed and manufactured.
 - (ii) Product was not installed in accordance with any applicable codes, ordinances and industry best practice and/or installation operation and maintenance manuals, instructions or training provided by Franklin Electric (Australia).
 - (iii) Product was damaged as a result of negligence, abuse, accident, misapplication, tampering, alteration, improper installation, operation, maintenance or storage, unauthorised dismantling, nor to an operation in excess of recommended maximum operational settings or performance limitations as set forth in the product installation, operation and maintenance manuals.

5

All other liability of Franklin Electric (Australia) whether arising from negligence or otherwise, is expressly excluded.

6

For the avoidance of doubt, if after inspection of any product returned to it, Franklin Electric (Australia) form the view that neither Part 5-4 of the Australian Consumer Law applies and is not covered by warranty, but nevertheless decides to offer a commercial or concessional replacement, this is not to be construed as an admission of liability and Franklin Electric (Australia) shall not under any circumstances be liable for any removal, reinstall costs or third party costs associated with our offer.



7

This warranty is offered by:

Franklin Electric (Australia) Pty Ltd
106-110 Micro Circuit, Dandenong South, Victoria, 3175.
Telephone: 03 9799 5000
Toll Free: 1300 FRANKLIN (1300 372 655)
Email: feaustralia@fele.com

To claim under this ACL consumer warranty:

Please submit in writing, by email or fax or letter,

- Your contact details: phone (fixed or mobile), email address if applicable
- The location of the product and installation.
- Product used for, brief explanation of your use.

- Product model
- Product serial number
- Date of purchase
- Purchased from – FE Dealer and contact phone (fixed or mobile) number or email address
- Copy of your Tax Invoice for the goods
- Date of installation or date of commissioning
- Installed by – Installers name and phone (fixed or mobile) number or email address

- Date of failure
- Brief explanation of what you have done to get the product working again: contacted selling dealer or installer?
- Any other information that you feel is relevant to your installation or the product failure.

Further Product and Service support is available from our main web site at:

www.franklin-electric.com.au

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