

# WARRANTY POLICY

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Issue Date: 07 September 2009 Revision Date: 3 December 2012 Warranty Policy Number: POL009-002

## 1.0 Definitions

The terms listed below shall have the following meanings:

“Camec” means Camec Pty Ltd (ACN 004 846 584) of 47-63 Remington Drive, Dandenong South, Victoria 3175.

“Purchaser” means the persons, firm or company being supplied with Products and / or services.

“Product” means the equipment purchased by the Purchaser to which this Warranty applies.

“Manufacturer” means the original company who created the Product.

## 2.0 Terms of Warranty

2.1 Camec warrants that, subject to the exclusions and limitations below, the Product will be free from defects in materials and workmanship under normal use and maintenance for a period of 12 months from the date of supply to the original Purchaser (“Warranty Period”), unless otherwise specified.

2.2 The date of supply to the Purchaser must be evidenced by the original invoice.

2.3 If a defect appears in the Product before the end of the Warranty Period and Camec finds the Product to be defective in materials or workmanship, Camec will, in its sole discretion, either:

- a) replace or repair the Product or the defective part of the Product free of charge;
- b) cause the Product or the defective part of the Product to be repaired or replaced by a qualified repairer free of charge; or
- c) provide payment of the cost of having the Product replaced (or acquiring an equivalent Product) or repaired, or services re-supplied.

2.4 Camec reserves the right to replace defective parts of the Product with parts and components of similar quality, grade or composition where an identical part or component is not available.

2.5 Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Products.

2.6 This Warranty is in addition to any warranties imposed by Australian State and Federal legislation that cannot be excluded.

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

## 3.0 Exclusions

3.1 The Warranty will not apply where:

- a) the Product has been on-sold or assigned by the Purchaser;
- b) the Product has been re-installed;

- c) the Product has been modified or repaired by someone other than Camec or an authorised Camec agent;
- d) the Product's defect has arisen due to the Purchaser's failure to properly install, fit, maintain, service or use the Product in accordance with the specifications and instructions provided by the Manufacturer, including a failure to comply with the relevant maintenance schedule (where applicable);
- e) Camec cannot establish any fault in the Product after testing;
- f) The Product has been used other than for the purpose for which it was designed;
- g) The Product has been subject to abnormal conditions, including but not limited to temperature, pressure, stress, load or similar;
- h) The Purchaser or installer has used or fitted non-genuine or non-approved parts and accessories to the Product or has failed to use recommended parts and accessories;
- i) The Product's defect has arisen due to abuse, misuse, neglect or accident; or Issue Date: 07 September 2009  
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- j) The Product has not been installed in accordance with the relevant instructions.

3.2 The Warranty will not extend to:

- a) fair wear and tear of the Product; or
- b) expendable parts.

#### 4.0 Limitations

4.1 Camec makes no express warranties or representations other than those set out in this Warranty.

4.2 If a Product was received damaged, it must be returned to Camec within 7 days for warranty purposes.

4.3 Camec is not responsible for the installation of the Product. Any fault or defect due to installation should be referred to the installer. The Product must be installed in accordance with the Manufacturer's instructions and any relevant legislation or code.

4.4 The repair or replacement of the Product or part of the Product or the cost of resupplying the services or repairing or replacing the Product is the absolute limit of Camec's liability under this express warranty.

#### 5.0 Warranty Claims

5.1 If a fault covered by the Warranty occurs, the Purchaser must first contact Camec.

5.2 Contact with Camec may be made in any of the following ways:

- a) Phone 1300 422 632
- b) Fax 03 9799 4476
- c) Email [camec@camec.com.au](mailto:camec@camec.com.au)

5.3 Any Warranty claim from the Purchaser must be accompanied by:

- a) Proof of purchase;
- b) Installation details (if applicable);
- c) Return of Product (unless otherwise advised);
- d) Full details of the alleged defect; and
- e) If applicable, evidence of maintenance performed in accordance with the relevant maintenance schedules.

5.4 The cost of delivery and insurance of the Product to and from Camec and the cost of testing the Product are the responsibility of the Purchaser.

5.5 Where it is deemed that the Product does not have a fault, the Purchaser will be charged a testing fee of \$55.00 (GST exclusive), this is subject to change without notice.

#### **6.0 Returns**

6.1 Subject to clause 6.2, Camec may, at its absolute discretion, accept returns of nondefective Products purchased within 30 days of invoice date. If accepted by Camec, returns for Products will incur a re-stocking fee of 25% of the invoiced price, payable on return of the Products.

6.2 If the Purchaser is a consumer under the ACL, nothing in clause 6.1 limits any remedy available for a failure of the guarantees in sections 56 and 57 of the ACL.