

GOODS AND WARRANTY

1. When supplying goods and services to a consumer, the following mandated statement applies:
"Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - to cancel your service contract with us; and
 - to a refund for the unused portion, or to compensation for its reduced value.You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service."
2. The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.
3. Subject to the conditions and limitation below, the Company warrants the goods manufactured by it to be free of defects in workmanship and/or materials at the time of delivery to the Buyer, and warrants that its services will be correctly delivered.
4. In relation to the goods, any part, assembly or portion thereof found to be defective within 18 months from date of shipment from our factory unless expressly stated otherwise in the Company's Publications or Literature, will be repaired or exchanged F.C.A. factory. Any of the services found to have been faulty within 3 months of provision will be re-supplied.
5. The Company reserves the right to replace defective parts of the goods with parts and components of similar quality, grade and composition where an identical component is not available. The company further reserves the right to supply goods that contain refurbished or repaired parts.
6. Goods 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 goods.
7. Goods or parts that have been returned for repair (except where the repair is as a result of the Company's failure to comply with the statutory guarantees in the ACL) or warranty assessment are deemed to have been abandoned by the Buyer if not collected within 30 days after the Company has notified the Buyer in writing of the warranty assessment outcome or the completed repair.
8. The Company reserves the right to dispose or otherwise deal with an abandoned product or part at its discretion.
9. This warranty does not apply if:
 - (i) the goods have not been paid for by the Buyer as per the credit terms provided; or
 - (ii) the goods have not been installed in accordance with AS NZS 3000 Australian/New Zealand Wiring rules; or
 - (iii) the goods have been misused or neglected.
10. The Company assumes no responsibility under this warranty for the labour costs involved in the removal of defective parts, installation of new parts or service charges related thereto.
11. If a fault covered by this warranty occurs, the Buyer must first contact the Company at the contact address listed below.
12. Any warranty claim must be accompanied by:
 - (i) proof of purchase;
 - (ii) written details of the alleged defect; and
 - (iii) appropriate documentation (such as installation and maintenance records etc).
13. The Company shall have the option of requiring the return of the defective part (transportation prepaid by the Buyer) to establish the claim.
14. The Company makes no warranties or representations other than set out in this clause 7.
15. The repair or exchange of the goods or part of the goods, is the absolute limit of the Company's liability under this express warranty.
16. The Buyer will be responsible for ensuring the goods purchased are suitable for the Buyer's required site application and environmental conditions in which they will be used. Nothing in these terms constitutes advice or assurances given by the Company to the Buyer as to the suitability of the goods for specific site applications. The Company will not be liable for the sale of goods that are not suitable for specific conditions, where the buyer has not disclosed the purpose and use to which the goods will be applied.
17. The Company's contact details are:
 - (i) 63 Vision Street, Dandenong South, Victoria, 3175
 - (ii) Phone number: 03 9554 7845
 - (iii) Email: via the Contact Us page of the website <www.fantech.com.au>.



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