WATERCOMFORT COMPANY PTY LTD ABN 62 002 596 072

GUARANTEE - TERMS & CONDITIONS OF SALE

CONTACT INFORMATION:

Watercomfort Company Pty Ltd – 42 Alexander Avenue Taren Point NSW Australia 2229
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sales@watercomfort.com.au - Attention : The Sales Manager

OWNERSHIP:

All goods supplied by Watercomfort Company Pty Ltd (the Company) shall remain the property of the Company until fully paid for and any outstanding monies have been received from you (the Consumer).

GUARANTEE (MANDATORY TEXT):

Our goods come with guarantees that cannot be excluded under Australian Consumer Law. 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 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. Products must be produced to engage Warranty Guarantees.

ITEMS MANUFACTURED BY WATERCOMFORT COMPANY PTY LTD: are supplied with a one year workmanship guarantee from the date of despatch to the customer. Our chairs contain consumable parts that are subject to varying levels of wear & tear during normal use. Normal wear & tear of these components is not a defect and some noticeable change to operation of the goods over time and use must be expected and is acceptable. All mechanical Aids require regular inspection and attention. Lost equipment is an invalid Claim.

ITEMS SUPPLIED BY WATERCOMFORT COMPANY PTY LTD: are sold subject to the manufacturers Guarantee as exist from time to time. These items are covered by a Back to Base Warranty when carried away at sale. **Back to Base Warranty** requires the purchaser to return the product to the point of sale. Fees apply for callouts and all movement costs are the purchasers excluding contracted or agreed service. If we delivered the goods – we will pick them up. <u>Claimed Parts and Products must be produced to engage Warranty Guarantees.</u>

SERVICE (UNFAIR WEAR & TEAR) AND SELF ASSEMBLED EQUIPMENT: If on examination your goods are deemed to have failed due to negligence or accidental damage – charges (fees) will apply. You will be given the opportunity to accept or decline our further offer of assistance at that time. No Representative, Agent or Employee of the Company shall be obliged to carry out any inspection, examination or work on any product that the Representative, Agent or Employee deems to be unclean and/or unsanitary. The Company must be advised prior to our attendance if the product has been in contact with any contagious disease.

SPECIFICATIONS AND DESIGNS:

The Company reserves the right to alter at any time any of the specifications or designs of any of its products advertised and or sold. You are advised to check your requirements and make them known.

CANCELLATION OF SPECIAL ORDER:

Any order placed with the Company for goods that require non-standard materials, components or specifications may require a deposit to be lodged at time of order. If the Order is cancelled after the Company has incurred any liability relevant to such order, such as but not limited to, purchasing special items and or commencing work to manufacture and or supply the goods ordered, the party responsible for payment on supply shall forfeit such deposit. If no deposit was lodged, the Company shall be entitled to claim from and be paid by the party responsible for payment on supply for all unrecouped costs pertaining to the original order. If any other order is cancelled the party responsible for payment on supply shall be required to pay any expenses and costs incurred by the Company in fulfilling the order up to the time of cancellation. Such as, but not limited to, packaging and or freight and cartage.

RETURNS DUE TO PURCHASE OF INCORRECT GOODS:

Sellers do not have to give refunds, credit or exchanges if consumers change their minds or decide that they do not like the product or have no use for it. Returns if approved will incur a 20% restocking Fee.

FREIGHT AND INSURANCE:

Delivery of any goods other than by our Company employee shall be at the Purchasers risk and cost.

GST may appear on your invoice and this is in line with Government Legislation as it is explained in detail and is available to read on the Australian Government Website. Where Schedule 3 Medical Aids identifies your product as GST free for repairs - both the item replaced or repaired and the Labour component for this repair are GST Free.