

1 Definitions and Interpretation

- 1.1 In this warranty, unless the context otherwise requires:
- (a) **Acceptance Document** means Air & Water's acceptance document;
 - (b) **Air & Water** means Indagation Pty Ltd as trustee for the Liztori Trust trading as Air and Water Residential;
 - (c) **Client** means the person(s) named in the Quotation;
 - (d) **Contract** means the Quotation, the Acceptance Document and the Terms and Conditions;
 - (e) **Goods** means the goods specified in the Quotation;
 - (f) **Purchase Price** means the purchase price specified in the Quotation;
 - (g) **Quotation** means the quotation to which these terms and conditions are annexed;
 - (h) **Services** means the services specified in the Quotation; and
 - (i) **Terms and Conditions** means the terms and conditions annexed to the Quotation and any other terms and conditions specified in the Contract.
- 1.2 No rules of construction will apply to the disadvantage of a party on the basis that the party prepared the Contract or any part thereof.
- 1.3 By signing the Acceptance Document, the Client acknowledges and agrees that it has read, understood and unconditionally agrees to be bound by this warranty.

2 Warranty to Apply

- 2.1 This warranty applies to the supply of Goods and/or Services to the Client under the Contract.
- 2.2 To the extent permitted by law, the Client is not entitled to the benefit of this warranty until the Client has paid Air & Water in full for the Goods and/or Services supplied under the Contract.

3 Warranty

- 3.1 Air & Water warrants that the supply of the Services, including the installation of the Goods, will be carried out with due care and skill. To the extent permitted by law, this warranty is limited to the cost of any spare parts or other componentry and labour required to repair any Goods found to be defective due to the Services not being carried out with due care and skill.
- 3.2 Air & Water does not manufacturer the Goods. Air & Water shall use its best endeavours to assign, transfer or pass on the benefit of any applicable manufacturer's warranty or guarantee given in respect of the Goods. The Client acknowledges and agrees that:
- (a) Air & Water does not guarantee those manufacturer warranties or in any way represent or warrant that such manufacturer's warranties are enforceable or effective to remedy any defect in the Goods; and
 - (b) any claims under the manufacturer's warranties must be made by the Client in accordance with the manufacturer's requirements and Air & Water agrees to provide reasonable assistance to the Client in processing any claims.
- 3.3 Except as set out below and subject to the Client providing Air & Water with access to the premises where the Goods are installed, Air & Water will perform any necessary repairs to Goods found to be defective due to the Services not being carried out with due care and skill, within business hours and without charge to the Client. The Client will be responsible for the costs of replacing of lubricating oils, gases, filter elements and other normal maintenance items which are contaminated or otherwise damaged.
- 3.4 This warranty does not apply to defects caused by reason of:
- (a) normal wear and tear;
 - (b) accident or misuse;
 - (c) electrical or wiring faults;
 - (d) improper servicing carried out by third parties (other than Air & Water's nominated service contractor);
 - (e) the Client not using or maintaining the Goods according to the manufacturer's technical or operating guidelines or instructions;
 - (f) the Goods being modified or otherwise altered in any way which are not authorised by Air & Water;
 - (g) flooding, storm, fire, act of God, war, vandalism or any other unreasonable environmental conditions;
 - (h) power surges, low voltage or the primary phasing of the incoming electrical supply;
 - (i) rust or oxidation of metal; or
 - (j) rodents, insects, birds, animals or pests.

3.5 This warranty is not transferrable and terminates upon the transfer of ownership by the Client prior to the expiration of applicable warranty period.

3.6 All other conditions or warranties expressed or implied by statute, the common law, equity, trade custom, usage or otherwise are expressly excluded from the operation of the contract to which this warranty applies to the maximum extent permitted by law.

4 Liability

- 4.1 To the extent permitted by law, Air & Water's maximum liability to the Client arising out of the performance or non-performance of the Services whether under the law of contract, tort or otherwise is limited to the Purchase Price payable under the contract.
- 4.2 In no event will Air & Water be liable for any loss of revenue, loss of profit, loss of any contract or any other economic or consequential loss (whether direct or indirect) of the Client arising out of or in connection with the Goods or the performance or non-performance of the Services (whether under the law of contract, tort or otherwise).

5 Call Out Fees

- 5.1 Call outs deemed unnecessary by Air & Water due to there being no fault in the Goods and/or Services will be charged to the Client at Air & Water's standard servicing rates.