



January 2023

ESAM Australia and New Zealand Warranty

This ESAM Warranty is given by ESAM Australia Pty Ltd of 5 Sheppard Street, Thornbury VIC 3071. **All Warranty claims must be made through the ESAM office from which the Products are purchased or ordered.**

Warranty Terms

1. **Definitions** In this warranty:

ACL means Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

ESAM means ESAM Australia Pty Ltd ACN 45 082 743 093 of 5 Sheppard Street, Thornbury Vic 3071.

Product(s) means an ESAM-branded product sold by ESAM from time to time.

Purchaser means the purchaser of a Product from ESAM.

Warranty Period means (unless otherwise stated):

- a. for the ESAM range of compressors - 5 years, from the date of invoice of the Product;
- b. for the ESAM range of Side Chanel Blowers – 5 years, from the date of invoice of the Product;
- c. in respect of all other ESAM Products – 1 year, from the date of invoice of the Product;
- d. in respect of repairs undertaken to ESAM Products by ESAM or its authorised representatives– 6 months, from the date of repairs on the parts repaired.

2. **Defect Liability**

Subject to the exclusions and limitations in this Warranty, ESAM warrants to the Purchaser that the Products will be free from faulty design, material and workmanship during the Warranty Period provided always that:

- a. such Products have been properly handled and used under normal operating conditions and have been maintained in accordance with ESAM's operating manuals and instructions;
- b. such defects are not caused by incorrect use of operating material or faulty civil or mechanical work, unsuitable environmental conditions or other chemical, electrochemical and/or electrical influences which have not been provided for in any supply contract or ESAM's operating manuals and instructions;
- c. the defects do not result from the use of a design specified by the Purchaser;
- d. the Purchaser promptly notifies ESAM in writing when the alleged defect occurs;
- e. the Purchaser has fulfilled the Purchaser's contractual obligations;
- f. such defects do not result from unauthorised repairs, work undertaken by an unqualified person or alterations to the Products;
- g. such defects are not caused by the use of equipment and/or materials supplied by the Purchaser;
- h. ESAM shall not be obliged to repair goods of a consumable nature, goods liable to deterioration or those having a low rated service life, without limitation, including electric lamps, rubber items, intensifying screens, batteries, flexible leads, vacuum elements, crystals, electronic valves and glass components;
- i. ESAM shall not be obliged to repair defects due to fair wear and tear, improper storage, excessive heating, inadequate ventilation, mechanical vibration, overloading or contravention of the rules established in standard electrical practice;
- j. this Warranty is subject to the manufacturer's specific restrictions and conditions (if any).



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3. Making Claims

It is a strict condition precedent to your entitlement to receive the benefit of this Warranty that you must:

- a. in respect of any Product which is defective in materials or performance at the time of delivery:
 - i. report visible damage and shortages to the carrier and to ESAM within 24 hours after receipt of delivery;
 - ii. report concealed damage or shortages involving cartons or packages received intact to ESAM within 7 days after receipt, failing which the shipment shall be deemed accepted in full;
- b. in all other cases, promptly notify ESAM when the defect occurs.
- c. own the product or if you have the owner's written consent to represent the owner of the product;
- d. you contact us within a reasonable time of discovering the problem with the product and in any event within 7 days;
- e. provide us with the following information:
 - i. the model number of the Product;
 - ii. description of the problem with the Product;
 - iii. the name, address and contact details of the owner and Purchaser (where different);
 - iv. the address where the Product is installed and the location of the installation such as plant room;
 - v. the serial number of the Product;

Claims must be made through the ESAM office from which Products were purchased or ordered.

4. Repair or Replacement

- a. Where any defects of the type referred to in clause 2 arise during the Warranty Period, ESAM will at its option:
 - i. make good the defect by repairing or replacing the Products or supplying replacement Products;
 - ii. replace the Products or supplying equivalent Products as replacement Products; or
 - iii. pay the cost of replacing or acquiring Products; or
 - iv. pay to repair the Products; or
 - v. supply the service again; or
 - vi. pay the costs of that service;
- b. Any credits provided by ESAM for defective Products will be based upon the original purchase price of the Products charged to the Purchaser.

5. Return of Defective Product or Parts

If the Purchaser makes a claim in accordance with clause 3 of an alleged defect which cannot be rectified onsite, the Purchaser shall if ESAM so requires promptly, return the defective Product to ESAM for repair. Where the Warranty in clause 2 applies, ESAM shall remove the defective part(s) and install new, repaired or replacement part(s) at its own expense and all removed defective part(s) which shall become the property of ESAM upon their removal.

Delivery of defective Products (of the type referred to in clause 2) as directed by ESAM or the return of new, repaired or replacement Products to the Purchaser shall be at ESAM's expense and risk. Reasonable expense incurred by the Purchaser when returning a defective Product will be refunded to the Purchaser when submitted to ESAM with evidence of payment by the Purchaser.

Prior to products being returned to ESAM a Return Authorisation Number (RAN) must be provided by ESAM. ESAM will not accept returned items without a RAN.



6. Australia Only - Australian Consumer Law

If the Purchaser is a "Consumer" under the ACL or where the ACL applies:

- a. To the maximum extent permitted by law, all guarantees and warranties are excluded;
- b. Where the provisions of the ACL cannot be excluded, you are entitled to a replacement (or refund, at ESAM's sole and unfettered discretion) where the Product is materially defective. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure;
- c. but if the Products or services supplied are respectively not "Consumer" goods and services regulated by the ACL, then:
 - i. then the Purchaser's rights shall be governed by the provisions of such other federal, state or territory laws of Australia to the extent that such liability may not be excluded by express agreement; and
 - ii. you agree that any claim made in relation to any defect in the Product or where the Product is not fit for purpose or does not accord with a sample provided by or on behalf of ESAM is limited to:
 1. replacing the Product;
 2. repairing the Product;
 3. payment of the cost of replacing the Product; or
 4. payment of the cost of having the Product repaired, at the election of ESAM.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.

For major failures with the service where a service contract is in place, 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 a 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.

7. New Zealand Only – New Zealand Consumer Guarantees Act 1993

If the Purchaser is a "Consumer" under the New Zealand Guarantees Act 1993:

Our Products come with guarantees that cannot be excluded under the New Zealand Consumer Guarantees Act 1993. You are entitled to a replacement or refund for a major failure and 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.

8. Limitation of Liability

You agree that, other than as specified in clauses 2 and 6, ESAM shall not be under any liability whether in contract, tort (including negligence) or otherwise for any injury, damage or loss including indirect and consequential loss or damage or loss of profit or revenue arising out of or in connection with breach of Warranty (including any work performed under it), breach of contract, negligence or otherwise.

9. Product Updates

Information relating to ESAM's Products can be found on the ESAM website www.esam.com.au. It is your responsibility to ensure that you have read and comply with the latest product information available on the website. Where a failure to comply with any information published on the website contributes to the nature or extent of a defect, then this warranty is excluded to the proportionate extent.