

FAST & FLUID MANAGEMENT Australia Pty Limited

ABN 83 074 886 712

A Unit of IDEX Corporation

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EXPRESS WARRANTY

Goods and services (**products**) sold by Fast & Fluid Management Australia Pty Limited ABN 83 074 886 712 and its related bodies corporate (**Fast & Fluid**) come with guarantees that cannot be excluded under Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Consumers 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.

In addition to all rights and remedies to which consumers may be entitled under Australian Consumer Law and any other relevant legislation, Fast & Fluid offers a further express warranty on the terms set out below (**Express Warranty**).

The benefits given to consumers by this Express Warranty are in addition to other rights and remedies that may be available under a law in relation to the products to which this Express Warranty relates. This Express Warranty does not exclude, restrict or modify any such statutory rights or remedies.

Fast & Fluid warrants the products sold by it to be free from defects in material and workmanship for one (1) year from the date of purchase. Our warranty covers everything—including electrical components, casings and all moving mechanisms.

Other Manufacturers' Products - No warranty – Fast & Fluid will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible.

This Express Warranty covers the sale of products by Fast & Fluid in all countries. Not all product lines are marketed by Fast & Fluid in all countries. Product line availability is defined in current price lists applicable to different regions.

During the applicable warranty period, Fast & Fluid, at its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this Express Warranty which fails under normal use as a result of a defect in material or workmanship. Fast & Fluid will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This Express Warranty extends only to the original purchasers who acquire new product from Fast & Fluid or its authorised resellers. Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, where a product has been purchased second hand, Fast & Fluid will no longer be liable for claims against product warranties.

Any product, part, or component must have been used according to Fast & Fluid's published instructions and installed and maintained by a Fast & Fluid trained technician or an authorised Fast & Fluid service provider. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty. Fast & Fluid does not warrant the performance of the product when used in combination with other than original Fast & Fluid product.



If the product is not resold, the warranty period starts from the date of purchase. If the product is resold by a Fast & Fluid authorised reseller the warranty period is extended to apply from the date of purchase by the original purchaser from the Fast & Fluid authorised reseller provided that the extended warranty period will be no longer than the warranty period outlined above plus six (6) months.

Subject to any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, and without excluding, restricting or modifying any such rights or remedies this document inclusively describes all of the warranties given and remedies available with respect to the Fast & Fluid's products. Fast & Fluid disclaims any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, this Express Warranty does not apply in the case of products which:

- have been subject to unreasonable or incorrect use, for a purpose other than that for which it was designed;
- have been subject to improper storage, installation, setting up or calibration, use, maintenance, care or servicing;
- have undergone modifications, repairs, maintenance, tampering or interference by unauthorised persons;
- have failed as a consequence of normal wear and tear; or
- have been damaged through usage or prolonged exposure to direct sunlight or extreme environmental conditions.

Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, this Express Warranty does not apply to:

- computer or computer-related equipment such as laptops, monitors and printers and other third-party equipment supplied with products;
- third-party software;
- any product or part that fails or malfunctions due to any computer or computerrelated equipment, other peripheral equipment, third-party software or software or equipment provided by you or a third party.

Fast & Fluid tests customer supplied items for manufacturing quality only and, without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, does not provide any warranty with regard to these materials.

Fast & Fluid's products meet the requirements of national and specific local codes as stated in the price books and other written publications.

TO THE EXTENT ALLOWED BY LAW AND WITHOUT EXCLUDING, RESTRICTING OR MODIFYING THE APPLICATION OR EXERCISE OF ANY RIGHT OR REMEDY TO WHICH YOU MAY BE ENTITLED UNDER AUSTRALIAN CONSUMER LAW OR ANY LIABILITY OF FAST & FLUID IN RELATION TO A FAILURE TO COMPLY WITH A GUARANTEE THAT APPLIES UNDER AUSTRALIAN CONSUMER LAW TO A SUPPLY OF GOODS OR SERVICES, ANY IMPLIED WARRANTIES ARE DISCLAIMED AND, TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

UNLESS REQUIRED BY THE AUSTRALIAN CONSUMER LAW OR OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, FAST & FLUID SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



Except as stated above, Fast & Fluid will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products. Nothing contained herein will or will be considered to exclude, restrict or modify the application or exercise of any right or remedy to which a consumer may be entitled under the Australian Consumer Law, nor any liability on Fast & Fluid's part in relation to a failure to comply with a guarantee that applies under the Australian Consumer Law to a supply of goods or services or for death or personal injury resulting from negligence.

Warranty Claim Process

To make a warranty claim please ensure you have the following information:

- Proof of purchase (copy of invoice, point of sale receipt or sales order);
- Image and description of fault;
- Address where the product is currently located; and
- Contact details of the claimant (must correspond to the purchaser's details).

Then please contact Fast & Fluid on +612 4271 7111 or via email at fau_service@idexcorp.com with the details of warranty claim. Fast & Fluid will usually respond within 5 working days.

Prior to accepting a warranty claim, Fast & Fluid shall have the right to first inspect, test and evaluate the products and parts that are claimed to be defective.

Return of products and parts to Fast & Fluid requires a Return Goods Authorization (RGA) from Fluid & Fluid and the RGA number must be included with any returned product or part.

You shall be required to provide Fast & Fluid and its authorised service providers with all information that any of them may request concerning the maintenance, operation, use, service, failure, or malfunction of product and parts that are claimed to be defective.

Fast & Fluid may use reconditioned parts for warranty repairs and parts replacement.

Warranty repairs and part replacement do not extend the warranty period for products and repaired products and replacement parts are warranted only for the remainder of the original warranty period.

Any repair or replacement requested as a warranty repair or replacement that is not covered by Fast & Fluid's warranty will be billed to you as non-warranty repair or replacement on a time and materials basis.

Given the nature of the products sold and location of our manufacturing partners, warranty claims are usually finalised within 30 days if the parts are located in Australia. However if the product requires repair using parts that need to be sourced internationally or the product needs to be replaced, this could take up to 3 months.

Note that the customer is responsible for the cost of delivering the product to Fast & Fluid and picking it up once the warranty process is complete. If the warranty claim is approved by Fast & Fluid, the costs of providing the remedies as set out in this Express Warranty will be covered by Fast & Fluid.

Effective 1 August 2017

For more information about our products and services please call +612 4271 7111 or email us at fau sales@idexcorp.com

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