

Customer Warranty for Hotwire Products

1) General

- a) These terms and conditions (**Terms and Conditions**) apply to each contract for the supply of goods (**Goods**) by or on behalf of Turnkey International Pty Ltd ABN [36 086 830 766] trading as Hotwire Heating (**Hotwire**) to any customer (**Customer**) by purchase through an authorised distributor of Hotwire or otherwise.

2) Terms and Conditions

- a) A contract for the supply and purchase of Goods (**Contract**) will be formed, on these Terms and Conditions, immediately when the Customer purchases the Goods from Hotwire (or an authorised distributor of Hotwire) or where the Customer otherwise requests that Goods be supplied by Hotwire to the Customer.
- b) No additional terms and conditions, whether contained in or deemed to be incorporated by any other order or quotation (if any) of the Customer, will apply in substitution of these Terms and Conditions nor will they in any way override or amend these Terms and Conditions.
- c) A Customer must not cancel any order for Goods or terminate a Contract without the prior written consent of Hotwire. The Customer must indemnify Hotwire for all costs, expenses and losses incurred as a result of that cancellation or termination.

3) Installation Manual

- a) The Hotwire installation manual (**Installation Manual**) is provided for the benefit of the Customer only and is not a complete guide as to proper installation of the Goods. The Goods and installation of the Goods ordinarily requires the technical skills of a qualified installer. Do not take any steps to install the Goods without a copy of the Installation Manual.

4) Risk and ownership of Goods

- a) Risk of loss, or damage, to the Goods passes to the Customer on delivery which will occur on the earliest of the following events:
- i) The Customer taking possession of the Goods from Hotwire premises or the premises of an authorised distributor;
 - ii) Completion of the loading of the Goods onto a transportation vehicle provided by the Customer; or
 - iii) Delivery by Hotwire to any location nominated by the Customer,

(Delivery).

- b) Ownership of, and title to, the Goods passes to the Customer only upon payment in full by the Customer of the purchase price for the Goods and any other amounts due by the Customer to Hotwire.
- c) Until payment of the purchase price for the Goods (in full):
- i) Hotwire retains full legal title to the Goods;
 - ii) If the Goods are in the Customer's

possession, the Customer will hold the Goods as bailee for Hotwire and must store the Goods so that they are clearly identifiable as the property of Hotwire;

- iii) Hotwire may call for, and recover possession of, the Goods at any time; and
- iv) the Customer must at its own cost, deliver the Goods to Hotwire if requested to do so by Hotwire.

5) Damaged or missing Goods

- a) Any claim in respect of a shortage of Goods or damaged Goods (**Claim**) must be lodged with Hotwire within five (5) business days of the Delivery of some or all of the goods the subject of the Contract.
- b) Failure by the Customer to give notice of a Claim within five (5) business days of the Delivery of some or all of the Goods the subject of the Contract to Hotwire will be deemed an absolute and unconditional waiver of such Claim.

6) Installation

- a) Hotwire recommends that the Goods be installed by a registered Hotwire Installer (**Authorised Installer**).
- b) Any installation by a person who is not an Authorised Installer must be carried out strictly in accordance with the Installation Manual taking into account the individual circumstances of the place of installation and a failure to do so may void or exclude your ability to claim under the Warranty.

7) Warranty

- a) Subject to clause 7(b), Hotwire undertakes to repair or at its sole discretion replace any

part of the Goods specifically manufactured by Hotwire which is found to have a manufacturing defect for a period of ten (10) years from the date of Delivery.

- b) The period of the Warranty described at clause 7(a) does not apply to the part of the Goods comprising (or being) the thermostat and the controller. The Warranty period in relation to those parts of the Goods is limited to two (2) years.

(Warranty)

8) Exclusion and Limitation of Liability

- a) Except for:
 - i) Any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void; and
 - ii) The Warranty,

Hotwire excludes all other conditions and warranties implied by custom, the general law or statute.

- b) The Warranty does not apply if:
 - i) Unauthorised repairs or alterations are made to the Goods;
 - ii) The Customer fails to comply with all instructions of Hotwire (whether written or verbal) in relation to the fitting, installation and use of the Goods;
 - iii) The Goods are subjected to improper voltage or power surges, misused, damaged by accident, force of nature or any other acts beyond Hotwire's reasonable control; and/or

- iv) The Goods are improperly installed or installed other than strictly in accordance with the Installation Manual (other than where such improper or other installation is carried out by an Authorised Installer).
- c) The Warranty does include calls to replace batteries, programme or re-programme thermostats and/or controllers, replace fuses or reset residual current devices or circuit breakers.
- d) The total maximum liability of Hotwire under the Warranty is limited to replacing the Goods, repairing the Goods or payment of the replacement cost of the Goods.
- e) Hotwire will not be liable for any personal injury, incidental damages, consequential losses, loss of profit, costs of business interruption, loss of opportunities or any like claims whatsoever arising from any use of, or incidental to, the Goods or their failure to operate, or arising out of Hotwire's negligence or breach of the Contract.
- f) If any component part of the Goods is manufactured by a third party or supplied to Hotwire by a third party, any warranty offered by Hotwire in relation to the Goods or a component part of the Goods will be limited to Hotwire's right of redress (if any) against the manufacturer or supplier of the component part of the Goods.
- g) The Customer must keep Hotwire indemnified against:
 - i) All claims, expenses and liabilities of whatever nature including but not limited to loss of profit, which may be made against or which Hotwire may sustain, pay or incur arising out of the manufacture or sale of the Goods to the Customer, except in so far as the same arises from Hotwire's negligence or breach of the Contract; and
 - ii) Hotwire's costs in attending to a Warranty call by a Customer which is without merit, excluded by this clause or where no Warranty is otherwise available to the Customer together with its costs of defending any such claim by a Customer against Hotwire (including legal costs incurred by Hotwire).
- h) This clause does not exclude or limit the application of any statutory provision where to do so would contravene that statute or cause any part of this clause to be void.