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## OZMIST

### LIMITED WARRANTY AGAINST DEFECTS POLICY

This document sets the limited warranty against defects for certain products manufactured by OZ MIST PTY LTD ACN 096 811 488 (referred to in these terms and conditions as '**OZmist**', '**we**', '**us**', or '**our**'). A person or organisation who has purchased an OZmist product will be referred to in this document as '**you**' or '**your**'.

OZmist warrants that its products that it sells directly to you are free from defects in workmanship. Our products are put through tests and inspections before they are sold to you. If within the Warranty Period defined below, you believe a product you have purchased from us does not comply with this warranty, then you must follow the process set out in this warranty document.

#### 1. AUSTRALIAN CONSUMER LAW DISCLAIMER

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

This warranty is in addition to your rights under the Australian Consumer Law.

#### 2. WHAT THE WARRANTY COVERS

This warranty applies:

- (a) to any OZmist products, including parts of a product, except as excluded in clause 3 (**Product**); and
- (b) for 1 year from the date you purchased the Product from us (**Warranty Period**).

#### 3. EXCLUSIONS

This warranty does not cover any consumables, including but not limited to nozzles, pumps, internal seals, water filters, nylon tubes and similar components of a Product. The warranty does not cover Labour to remove, replace or reinstall any goods.

This warranty also does not cover any defect which are a result of your or another party's fault, including but not limited to:

- (a) failure to properly install the Product in accordance with our instruction manuals;
- (b) failure to use the Products in accordance with our instruction manuals;
- (c) exposure to conditions due to the manner in which the Product is installed, used or stored;
- (d) power supply issues that affect the installation or use of the Product;
- (e) failure to store the Product in a secure facility;
- (f) modification or misuse of the Product;
- (g) regular wear and tear;
- (h) lack of maintenance; or

- (i) failure to take reasonable care in relation to the Product.

#### 4. **HOW TO MAKE A CLAIM UNDER THIS WARRANTY**

##### 4.1. **MAKING A CLAIM**

If, within the Warranty Period, you believe that a Product you purchased is faulty, you must immediately stop using the Product and please contact us by using the email address provided in the header of this warranty document with full details of the fault (including images).

##### 4.2. **FURTHER INSPECTION**

If we determine that your Product may be defective, we will either:

- (a) request that you send your Product (or a part of a Product, such as the motor) back to us, at your cost, for further inspection using our own testing methods, including any requested accessories, documentation or registration shipped with the Product; or
- (b) if your Product is located within a reasonable distance of our business address provided in the header of this warranty document (**Product Location**), we may, at our absolute discretion, visit the Product Location for further inspection or to pick up the Product for repairs, within a reasonable time notified by us to you. If we choose to do this, we will communicate to you the date/s and time/s we will travel to the Product Location and you must ensure that you or a representative is available at those dates and times.

##### 4.3. **AFTER INSPECTION**

If we determine, in our absolute discretion:

- (a) that the relevant Product is faulty and covered by this warranty, we will provide you with a repair, replacement or refund of the Product at our cost; or
- (b) that the relevant Product is not faulty or is faulty due to your fault or any exclusions set out in clause 3, we will refuse your warranty claim.

#### 5. **NO OTHER WARRANTIES**

To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this warranty document, or in any written terms and conditions issued by us, are excluded.

#### 6. **LIABILITY**

To the maximum extent permitted by law, we exclude any liability that may arise as a result of you pursuing a warranty claim in accordance with this warranty document.

#### 7. **JURISDICTION**

This warranty document is governed by the laws of Victoria, Australia.