



## **Perth Pressure Washers Terms, Conditions and Warranty**

Perth Pressure Washers warrants that, subject to the terms and conditions below, when its product is used for the purpose for which it is was designed, it will be free of material and manufacturing defects at the time of the original purchase. Any defects found of the product should be reported within the warranty period.

Our goods come with guarantee that cannot be excluded under the Australian Consumer Law. You are entitled to have the goods repaired or replaced if the goods, on our inspection, fail to be of acceptable quality and the failure does not amount to a major failure.

**YOU MUST CAREFULLY READ THE INSTRUCTIONS SUPPLIED PRIOR TO USING ANY PERTH PRESSURE WASHERS' PRODUCT**

All product is to be installed and operated in accordance with the instructions provided. This warranty will not apply if it is used in a manner other than in accordance with the instructions.

### **1. What does the warranty cover**

Perth Pressure Washers warrants its products to be free of defects in material and workmanship during the warranty period. If a product proves to be defective in material or workmanship during the warranty period, then Perth Pressure Washers will, at its sole discretion repair or replace the product with a like product. Replacement product or parts may include re-manufactured or refurbished parts or components.

### **2. How long the warranty is effective**

This Perth Pressure Washers product is warranted for 12 months for all parts from the date of the first consumer purchase. Should any parts fail as a result of a defect in material or workmanship within the specified period, the part will be replaced free of charge. This does not include travel charges, removal and re-installation charges.

### **3. How long the warranty is effective locally**

Please refer to the Warranty Schedule detailing the warranty period and coverage.

All Perth Pressure Washers products warranty commences from the date of first purchase.

### **4. Who the warranty protects**

This warranty is valid only for the original purchaser.

### **5. What the warranty does not cover**

a. Damage, deterioration or malfunction resulting from:

1. Accident, misuse, negligence, fire, water, lightning, or other acts of nature, modification or failure to follow instructions supplied with the product;
2. Repair or attempted repair by anyone not authorised by Perth Pressure Washers;
3. Perth Pressure Washers will not accept labour costs incurred by a service agent or customer without Perth Pressure Washers' written consent. Consent must be provided by Perth Pressure Washers' Service Manager and a purchase order number will need to be provided;
4. Any damage to the product due to shipment unless transit insurance is requested (Perth Pressure Washers takes no responsibility for transport damage on a consumer's nominated account);
5. Removal or installation of the product;
6. Causes external to the product such as electric power fluctuations or failure;
7. Use of supplies or parts not meeting Perth Pressure Washers specifications;
8. Normal wear and tear i.e. high and low pressure nozzles rotating nozzles (including drain nozzles), high snap couplings;
9. High pressure hose(s) with damage such as cuts, snags, bruises, bulges and impact breaks and kinks);
10. Repair or replacement of tyres and wheels caused by:
  - i) normal wear,
  - ii) damage such as cuts, snags, bruises, bulges and impact breaks (from kerbs or potholes),
  - iii) damage caused by a puncture or tyre repair,
  - iv) damage caused by improper inflation or alignment and user abuse.Product consumables i.e. mechanical seals, ceramic pistons, bearings, gaskets, electrical cables, filters, oil;
11. Any unauthorised changes or tampering or partial disassembly of the product by any unauthorised repairers not authorised by Perth Pressure Washers;



12. Water ingress or exposure to abnormal corrosive conditions, abrasive chemicals or “run dry” conditions;
  13. Hot water high pressure water cleaners – excess smoke due to blocked filters, contaminated fuel, worn injector nozzle, worn electrodes, excessive carbon build up on heating coil and a lack of general servicing;
  14. Any other cause which does not relate to a product defect i.e. broken gun and damaged lances caused by operator misuse.
  15. Electrical voltage spikes that causes damage to components including; fuses, circuit breakers and other electrical protection systems.
- b. Damage caused to the product as an arising from the use of another manufacturer’s product.
- c. Water ingress, ingress of insects or invertebrates or foreign bodies causing an electrical malfunction. Care should be taken to avoid this occurrence.
- d. Products supplied but not manufactured by Perth Pressure Washers.
- Petrol / diesel engine warranty claims for:
  - Yanmar (Power Equipment) (call 1800 069 469 for your nearest service agent)
  - Briggs & Stratton (call 1300 274 447 for your nearest service agent)
  - Honda MPE (call 1300 559 846 for your nearest service agent) <https://poweredby.honda.com.au/Warranty>
  - KOHLER Power (<https://kohlerpower.com/en/engines/warranty>)
- should be made directly to the engine manufacturer and warranty cover is subject to their terms and conditions;
- Battery warranty claims for should be made directly to Delkor Batteries. A 12 month warranty applies and for your nearest agent refer to [www.delkor.com](http://www.delkor.com).
- e. Products that are not installed in accordance with the owner’s manual.
- f. Damage to, or failure of, the product resulting from low or high voltage with the use of an incorrectly sized extension lead or a coiled electrical extension lead.
- g. General service and maintenance, which includes oils and filter.

#### **Pump/Gearbox Warranty**

Warranty for pumps and gearboxes must have maintenance performed according to the schedule (contained in the relevant owner’s manual supplied with this product denoting that the pump/gearbox serviced after the first 50 hours of operation or 3 months whichever comes first and every 250 hours of operation after that or 12 months whichever comes first). The owner must keep a record of all services and maintenance logs validating proper servicing of the pump/gearbox. The owner must keep a record of all services and maintenance logs validating proper servicing of the pump; (proof of service history may be required.)

#### **Warranty Pump/Gearbox does not cover:**

- Any consumables such as seals and valves, oils and other(s), damage caused by improper use, or lack of water or running pump dry
- Any negligence, accidental damage, improper or inadequate maintenance, repair or attempted repair by anyone not authorised by Perth Pressure Washers
- Any damage, any other cause which does not relate to a product defect.
- Normal maintenance service, unless due or material to a defect in workmanship
- Improper repairs or maintenance rendering necessary or arising from the use of parts that are not genuine to manufacturer

#### **6. Limitation of Liability**

To the extent permitted by law, Perth Pressure Washers liability for breach of a guarantee implied by any law in relation to goods Perth Pressure Washers supplies that are not of a kind ordinarily acquired for person, domestic or household use or consumption, except for implied guarantees as to title to goods supplied, a purchaser’s right to undisturbed possession of goods supplied and undisclosed securities over goods supplied, is limited to the replacement of the goods, the payment of the cost of replacing the goods or the payment of the cost of acquiring equivalent goods.

#### **7. Exclusion of damages**



To the extent permitted by law, Perth Pressure Washers liability is limited to the cost of the repair or replacement of the product. Perth Pressure Washers will not be liable for:

- a. Damage to other property caused by any defects in the product, damages based upon inconvenience, loss of use of the product, loss of time, loss of profits, loss of business opportunity, loss of goodwill, interference of business relationships, or other commercial loss, even if advised of the possibility of such damage.
- b. Any other damage arising as a result of weather or natural disaster.
- c. Any claim against the customer by any other party.

#### **8. Goods Returned Policy**

Return of goods for credit must be approved in writing, otherwise it will not be accepted. There is no obligation for Perth Pressure Washers to accept goods returned for credit without prior approval. A return authority label must be attached to the outside of the box.

- a. If approved the goods must be returned in their original packaging, unused and no more than 30 days old.
- b. Freight must be prepaid and on sent via a track and trace service as proof;
- c. Perth Pressure Washers will not accept any returns that are not by a track and trace service, such as Australia Post;
- d. Obsolete products are not eligible for return;
- e. Goods returned must be accompanied by a copy of the original purchase receipt and a written statement including the original invoice number, the date of purchase and detailed reason for return;
- f. Inspection by warehouse must take place to ensure all parts and accessories are returned in full.
- g. Custom special built, made to order goods, cannot be returned.

Credit value of the goods returned will be at the discretion of Perth Pressure Washers. A 15% restocking, repackaging, documentation and administration fee will automatically be deducted from the credit value, if approved.

#### **9. Delivery of Goods**

Delivery of goods is when the customer or customer's agent takes possession of the goods at Perth Pressure Washers' address or if the goods are delivered to a nominated address, even if the customer is not present at time of delivery. If the customer is unable to take delivery of the goods for whatever reason; Perth Pressure Washers is entitled to charge a reasonable fee for storage and re-delivery.

The cost of delivery is in addition to the cost of the goods.

The customer has 7 days to check all goods received, that they are in good working order, any damage resulting from transport and if any parts are missing.

#### **10. Proof of purchase**

Perth Pressure Washers reserves the right to reject any warranty if no proof of purchase is provided. A valid proof of purchase will be requested by the service agent prior to any works being carried out by the Perth Pressure Washers service agent.

A valid proof of purchase includes the following:

- a. Tax invoice from place of purchase.
- b. Tax receipt from place of purchase.

#### **11. Spare parts**

Spare parts are stocked for a reasonable period of time following last production. Perth Pressure Washers does not warrant that spare parts will be made available for the whole of the reasonable period and reserves its right to cease supplying spare parts or providing facilities for repair of spare parts in circumstances which are beyond its control including the requirement to remove spare parts from sales as a consequence of changes in the law or otherwise as it deems fit.

All Spare parts purchased from Perth Pressure Washers Group will carry a 90 day warranty only, from the date of purchase. Where a service agent undergoes a repair or and end user carries out his own repairs, any faulty items need to be sent back for a warranty assessment. For a warranty claim to be made you must provide proof of purchase of the spare part and run through the standard warranty claim process.

#### **12. General maintenance**

It is the responsibility of the consumer to ensure the product is free from general debris, any foreign matter and weather exposure.

It is the responsibility of the purchaser to ensure that the equipment is maintained and serviced according to the maintenance schedule.

For general service and maintenance please refer to your nearest dealer and/or Perth Pressure Washers authorised service agent.

#### **13. Definitions**

##### **13.1 Workshop warranty**

As per the warranty schedule any Perth Pressure Washers product that is determined to be a workshop only warranty means; if deemed faulty the product must be freighted at the consumer's/agents cost to the Perth Pressure Washers Head Office on our instruction or nearest authorised Perth Pressure Washers service agent, if available in remote areas. The consumer is able to request an infield service/repair (if available in the consumer's area); however this would be at the consumer's own cost.



Any workshop issues deemed to be no fault/cause of the Perth Pressure Washers product will result in all associated costs to the service provided being invoiced to the consumer and will not be covered under the Perth Pressure Washers product warranty.

The workshop warranty covers faulty parts for a period of 3 months from the date of repair.

#### 13.2 Replacement warranty

As per the warranty schedule any Perth Pressure Washers product that is determined to be a replacement warranty means that the service agent will fully replace the faulty Perth Pressure Washers product at no cost to the consumer if deemed warrantable.

The faulty product must be taken to the closest Perth Pressure Washers service agent for replacement warranty otherwise all costs associated will be at the consumer's cost and is not covered under the Perth Pressure Washers product warranty.

#### 14. Effective law

This warranty gives you specific legal rights, and you may also have other rights which vary depending on where the product was purchased and the consumer protection law that applies in that state or territory. Nothing in this warranty limits or restricts, or is intended to detract from, any right or remedy which the purchaser or ultimate user of the product may have pursuant to Australian federal or state consumer protection legislation.

Perth Pressure Washers Industrial Equipment warranty Terms and Conditions are governed by the laws of the state of Western Australia and the parties hereby submit to the jurisdiction of the Courts of this state and the resolution of any dispute under this agreement.

The terms of this warranty policy may be inconsistent with the warranty statement in the products owner's manual. To the extent of any inconsistency the terms of this warranty shall prevail.