

WARRANTY POLICY

Zalas Corporation Pty Ltd & Brian Percival Pty Ltd

T/as



Introduction

Paul Ballantyne's quote, "If we stuff it, I have always fixed it."

The above quote is a very broad statement, but Zalas Corporation Pty Ltd & Brian Percival Pty Ltd (The Plumbing & Electrical Contractor) will investigate all claims with regard to Warranty. If the Warranty Claim is within the WARRANTY TERMS AND CONDITIONS parameters, then The Plumbing & Electrical Contractor will commit to assessing the Warranty Claim further, and undertake an on site inspection to ascertain if the Warranty Claim is a legitimate Warranty Claim. Please note that if it is deemed by The Plumbing & Electrical Contractor that the proposed Warranty Claim is not a legitimate Warranty Claim, then the Client is liable to pay for The Plumbing & Electrical Contractor's time spent travelling to and from site, and assessing and troubleshooting the Client's proposed Warranty Claim.

NOTE: The Client MUST ADVISE The Plumbing & Electrical Contractor AT THE TIME OF BOOKING THE PROPOSED WARRANTY CLAIM.

If the Client believes their claim for Warranty is justified and are inside the parameters of the following WARRANTY TERMS AND CONDITIONS, then the CLIENT MUST ADVISE The Plumbing & Electrical Contractor that the Client believes this instance is an actual WARRANTY ISSUE, and must be told to The Plumbing & Electrical Contractor AT THE TIME OF BOOKING THE PROPOSED WARRANTY CLAIM.

WARRANTY TERMS AND CONDITIONS

Definitions -

- "The Client" means the person described as such on the "Final Invoice." The Client is the Owner of the Property, or the Client is the Authorised Agent, Person or Company contracted by the Owner of the property, and the work is to be done on the Client's property.
- "Approved Commercial Client" means The Client has a "Signed Approved Application For Credit Account" with The Plumbing & Electrical Contractor.
- "Approved Application For Credit Account" means The Client has written/documented approved payment terms with The Plumbing & Electrical Contractor.
- "Final Invoice" means the Tax Invoice issued for the complete "Work," or last final claim invoice for the completed Work (in the case of progress claimed Work).
- "Work" means the labour and materials supplied and carried out by The Plumbing & Electrical Contractor on The Client's Premises, as per the Work Description on The Client's Final Invoice.
- "The Plumbing & Electrical Contractor" means Zalas Corporation Pty Ltd and Brian Percival Pty Ltd trading as Ballantyne Plumbing, Gas & Electrical (WA) and/or Peel Septics, and/or System Maintenance.
- "The Premises" means the Job Address described on The Client's Final Invoice.
- "The Warranty Claim" means the proposed issue or fault of the Work the Client is dissatisfied with.

- “Warranty Period” means a timeframe the Work is covered under Warranty by The Plumbing & Electrical Contractor. This Warranty Period starts from the Date of the Final Invoice, and the set timeframe is governed by the amount on The Client’s Final Invoice.
- “Work Description” means the Work Description described on The Client’s Final Invoice.
- “Work Total” means the Total dollar and cents amount including GST on The Client’s Final Invoice.
- “Independent Manufacturer Warranty” means the independent warranty offered by the Manufacturer of the materials used for the Work, which were supplied and installed by The Plumbing & Electrical Contractor for the Work. Note: The ‘material only’ may have a separate Independent Manufacturer Warranty which may extend past The Plumbing & Electrical Contractor Warranty Period. This Independent Manufacturer Warranty cover may not include labour costs, and The Client will be liable to pay for these extra labour costs and charges associated with the Independent Manufacturer Warranty. If applicable, The Plumbing & Electrical Contractor will charge The Client for these associated labour charges.
- “Client Supplied Labour and/or Materials” means any labour, fixtures, fittings or materials not supplied by the The Plumbing & Electrical Contractor for use in the Work.
- “Default of Payment” means The Client has not made complete and full payment of their “Client Account” as per the agreed payment terms for any works with The Plumbing & Electrical Contractor.
- “Client Account” means any unpaid or outstanding invoices The Client has with The Plumbing & Electrical Contractor.
- “Standard Business Hours” means 7am to 5pm Monday to Friday (inclusive), excluding public holidays and weekends.

Warranty Period -

- For Work Total from \$89.00 to \$550.99 inc GST (inclusive) = 6 WEEKS LABOUR & MATERIAL Warranty Period.
Note: Some ‘material only’ used in the Work may have a separate Independent Manufacturer Warranty which may extend past the 6 weeks Warranty Period.
- For Work Total from \$551.00 to \$1100.99 inc GST (inclusive) = 8 WEEKS LABOUR & MATERIAL Warranty Period.
Note: Some ‘material only’ used in the Work may have a separate Independent Manufacturer Warranty which may extend past the 8 weeks Warranty Period.
- For Work Total from \$1101.00 to \$4400.99 inc GST (inclusive) = 12 WEEKS LABOUR & MATERIAL Warranty Period.
Note: Some ‘material only’ used in the Work may have a separate Independent Manufacturer Warranty which may extend past the 12 weeks Warranty Period.
- For Work Total from \$4401.00 inc GST and above = 16 WEEKS LABOUR & MATERIAL Warranty Period.
Note: Some ‘material only’ used in the Work may have a separate Independent Manufacturer Warranty which may extend past the 16 weeks Warranty Period.
- For all Approved Commercial Clients = 12 MONTHS LABOUR & MATERIAL Warranty Period for all works.

Warranty

1. To the extent permitted by law, The Plumbing & Electrical Contractor excludes all warranties, statements, representations, conditions, promises, undertakings, covenants and other provisions expressed or implied (and whether implied by law including an Act of Parliament or otherwise), relating to the Work including provisions that might otherwise form part of these conditions or be collateral to these conditions. In no circumstance, including negligent acts or omissions by The Plumbing & Electrical Contractor, will The Plumbing & Electrical Contractor be liable to The Client for any special, consequential, direct or indirect loss, damage, harm or injury suffered by The Client or any other person including without limiting the generality of the foregoing loss of market, loss of profit and loss of contract.

2. At The Plumbing & Electrical Contractor's sole discretion The Plumbing & Electrical Contractor may offer the following warranty. Subject to the conditions of warranty set out in Clause 3 The Plumbing & Electrical Contractor warrants that if any defect in any workmanship manufactured by The Plumbing & Electrical Contractor becomes apparent and is reported to The Plumbing & Electrical Contractor within the Warranty Period (time being of the essence) then The Plumbing & Electrical Contractor will either (at The Plumbing & Electrical Contractor's sole discretion) repair the defect or replace the workmanship. Note that warranty will be conducted and undertaken during standard business hours only.
3. The conditions applicable to the warranty given by Clause 1 are:
 - a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - i) Failure on the part of The Client to properly maintain any Work, including but not limited to, failure to undertake regular servicing in accordance with the manufacturer's requirements; or
 - ii) Failure on the part of The Client to follow any verbal or written instructions or guidelines provided by The Plumbing & Electrical Contractor or the Independent Manufacturer; or
 - iii) Any use of any Work otherwise than for any application specified on a quote or Final Invoice; or
 - iv) The continued use of any Work after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - v) The use of the Work prior to The Plumbing & Electrical Contractor completing the installation and/or commission of the Work; or
 - vi) Fair wear and tear, any accident or act of God; or
 - vii) An electrical power surge, spike or fluctuation; or
 - viii) Dry running the pumps or appliance.
 - b) The warranty shall cease and The Plumbing & Electrical Contractor shall thereafter in no circumstances be liable under the Warranty Terms and Conditions if the workmanship is repaired, altered or overhauled without The Plumbing & Electrical Contractor's consent.
 - c) In respect of all claims The Plumbing & Electrical Contractor shall not be liable to compensate The Client for any delay in either replacing or repairing the workmanship/Work or in properly assessing The Client's claim.
 - d) The warranty shall cease and The Plumbing & Electrical Contractor shall thereafter in no circumstances be liable under the Warranty Terms and Conditions if The Client defaults in any payment due to The Plumbing & Electrical Contractor.
4. For Work not supplied and/or installed by The Plumbing & Electrical Contractor, that being any Client Supplied Labour and/or Materials for any of the Work or part thereof, the warranty shall cease and The Plumbing & Electrical Contractor shall thereafter in no circumstances be liable under the Warranty Terms and Conditions.
5. For Materials not manufactured by The Plumbing & Electrical Contractor, the warranty shall be the current warranty provided by the Independent Manufacturer of The Plumbing & Electrical Contractor supplied & installed Materials. The Plumbing & Electrical Contractor shall be under no liability whatsoever, except for the express conditions as detailed and stipulated in the Independent Manufacturer's Warranty.

Paul Ballantyne
Director

Brian Paul Charteris
Director

21 November 2014