

WARRANTY

These Standard Terms and Conditions will apply to all Equipment provided by QEP Australasia Pty Ltd (ACN 672 712 622) to you, the Customer, and will apply notwithstanding any other terms proposed by the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract:

Australian Dollars means the lawful currency of the Commonwealth of Australia.

Company means QEP Australasia Pty Ltd (ACN 672 712 622).

Customer ("You") means the person or entity specified in the Quote or Invoice (as applicable).

Defect means any error, omission, defect, deficiency or discrepancy, misdescription in the Equipment or any other failure of the Equipment to comply with the Specifications.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any regulations made pursuant to that Act.

Price means the price for the Products specified in the receipt.

Product means any goods, materials or items supplied by the Company or Retailer as specified in the Quote or otherwise purchased from the Website or Retailer.

Retailer means any entity including any agency authorised to sell the Products of the Company.

2. WARRANTY

2.1 QEP Australasia Pty Ltd (ACN 672 712 622) warrant that subject to these terms and conditions the assisted living equipment sold by the Company is free from defects in material and workmanship for the warranty periods specified in our packaging and online materials.

2.2 QEP Australasia PTY LTD (ACN 672 712 622) Warranty operates alongside rights and remedies which consumers may be entitled to under Australian Consumer Law and any other relevant legislation.

2.3 All warranty claims must be made in accordance with the Warranty Process.

3. WARRANTY PERIODS

3.1 The Company's packaging materials and/or websites indicate the applicable Warranty Periods for its Products. If there are any conflicting dates than the longer period applies.

4. WARRANTY CLAIMS

A warranty claim is made via the following procedure:

4.1 Contact the Retailer or the Company within seven (7) days of becoming aware of any defect to a Product together with receipt of purchase or satisfactory proof of purchase.

4.2 Complete the required Warranty or Return claim form.

4.3 The Customer shall afford the Company reasonable opportunity to inspect the goods within a reasonable time following written notice only if the Customer believes the goods are defective. The Customer must return the goods to place of purchase at their cost.

4.4 The Company will review the Warranty/Return Claim Form and, acting reasonably, determine whether there is a major or minor defect or one at all.

4.5 For all approved warranties, the Company will arrange for goods to be replaced or repaired free of charge

5. WARRANTY EXCLUSION

5.1 Warranty claims are limited to the original owner who purchased the goods from an authorised retailer

5.2 No liability expressed or implied is accepted by the Company for any consequential loss, damage or injury arising because of any fault or misdescription in the Products.

5.3 This warranty does not extend to damage to Products which occurs during transit or transportation which has not been organised by the Company and or, which is caused by any abuse, misuse, accident or improper installation, adjustment or repair of goods other than in accordance with instructions issued by the Company.

5.4 Warranty on Products is voided if non-approved accessories are attached to the Product. This also applies to non-recommended activities that may be undertaken by the Customer. The Products are designed to perform specific tasks under established test loads and with authorised accessories. Unauthorised attachments or accessories may produce stresses for which the design is not appropriate and therefore not warrantable. This is at the reasonable discretion of the Company to determine.

6. AUSTRALIAN CONSUMER LAW

6.1 For major product failures, the Customer is entitled to a repair, replacement or refund for any other reasonably foreseeable loss or damage. Costs of shipping for inspection or repair of major product failures are paid for by the Customer following compliance with the Warranty Claims process.

6.2 For other product failures where goods are not of acceptable quality within the warranty period, but the failure does not amount to a major failure the Customer is entitled to have the goods repaired free of charge following the Warranty Process. The Company may, at its discretion, provide the Company with a refund or store-credit. The Customer is responsible for paying the costs of shipping for inspection or repair of non-major failures.

7. RETURNS AND REFUNDS

7.1 All return requests will be considered and processed within fourteen (14) days of the Warranty Claim process and will require the Customer to provide proof of purchase.

7.2 Other than any remedies under Australian Consumer Law, product which are used in a way or environment that would create OH&S and/or hygiene risk may not be returned and this will be of the discretion of the Company. This includes but is not limited to any products that may have been soiled or exposed to biological contamination and includes but is not limited to:

- (i) Bathroom & bathing;
- (ii) Toileting & Hygiene

8. LIABILITY AND INDEMNITY

The Company is not responsible for you or any other party for:

8.1 Any loss of revenue and profit, loss of anticipated revenue and profit, loss of savings, loss of data, loss of business opportunity, loss of contract, loss of use, loss of reputation, loss of goodwill, business interruptions, or any indirect, special, consequential or incidental damages however they arise;

8.2 Direct, indirect, consequential or inconsequential injury, loss or damage whatsoever by reason of any delay in delivery, deterioration, deficiency, total or partial destruction, distortion, erasure, corruption, alternation, misinterpretation or misappropriation of data; and

8.3 Other fault or harm by equipment and or Products supplied by or on behalf of or in any arrangement with us and whether due to our negligence, our servants or our agents.

9. ACCEPTANCE OF TERMS AND CONDITIONS

9.1 The Customer warrants that they accept and agree to the Terms and Conditions of this Agreement and will apply to all products provided to you by the Company, or a related entity and will apply notwithstanding any other terms proposed by the Customer.