ASCENTO GROUP AUSTRALIA
WARRANTY AGAINST DEFECTS

PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT COVERAGE UNDER THIS WARRANTY, INCLUDING YOUR OBLIGATIONS, YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW, AND OTHER IMPORTANT CONDITIONS, LIMITATIONS, AND EXCLUSIONS.

1. **Warranty given by:** Ascento Group Australia ABN 20 527 073 843 ("we," "us") (our legal entity name is provided at the end of this document)

2. **What is covered by this warranty?**

Subject to the conditions, limitations, and exclusions contained in this warranty, we offer a limited warranty which applies to our products, when sold as new, un-used products **(**the **"Products"**). Warranty does not apply to used Products.

3. **To whom is this warranty given?**

This warranty is given to the legitimate owner of the Products ("Customer," "you"). You may only transfer or assign the benefit of this warranty with our prior written and fully informed consent. This warranty is otherwise non-transferrable.

We may transfer or assign our rights or obligations under this warranty in our reasonable discretion. Where the new un-used Product is on-sold by our customer, the end user / owner is covered by this warranty, subject to the other conditions contained herein.

4. **Pre-conditions for making a warranty claim**

To receive the benefit of this warranty:

1. all invoices relating to the Product that is the subject of your warranty claim must be paid in full before we will consider your claim;

2. the Product that is the subject of your warranty claim:

   (a) must have been supplied and installed in Australia by a suitably qualified person (in accordance with our installation guidelines);
   (b) must not have been modified, altered, or repaired in anyway without our prior written and fully informed consent; and
   (c) must not have any connected identification labels or electrical cables removed, defaced, or otherwise tampered with; and

3. you must notify us within thirty (30) days of identifying a problem or defect that you wish to claim a remedy for, under this warranty.

5. **Application and Warranty Period**

We warrant that the Products will be free from defects in design, materials, and workmanship which arise under their normal intended use, and which would render them unserviceable or unfit for their normal intended use (or any other particular use specified by you, and agreed by us in writing, as a condition of your order prior to the Products being supplied).

The applicable warranty period is as stated on the Product, or the instruction manual, or on our website www.reefe.com.au whichever is the lesser length of time (the **"Warranty Period"**).

The warranty period commences from the date of purchase of the Product by the end user, or from the commencement of the first use of the Product, whichever is the earlier.

For new houses, the warranty period shall commence from when the first owners take possession of the house. We may request that a copy of the "Certificate of Occupancy" to be provided as proof.

6. **No extension to Warranty Period**

Replacements carried out by us under this warranty will not extend the Warranty Period, nor will they result in the Warranty Period being restarted, nor a new Warranty Period being initiated. The warranty period in respect of any replacements will end upon the expiry of the initial Warranty Period. No employee or agent or distributor or re-seller of ours is authorised to extend the Warranty Period or otherwise expand the scope of this warranty.

Products used in suitable commercial or industrial applications are covered by a twelve (12) month replacement warranty only, when shown to have a manufacturing defect that has caused the Product to fail.

You acknowledge and agree that we will only hold or retain spare parts for damaged or affected Products for a period of three (3) years from the date of supply. For the removal of doubt, this clause only applies to Products that we can reasonably repair under the Warranty Period.

7. **Our obligations under this warranty**

At our election, and subject to the terms of this warranty, we will replace the Product the subject of your warranty claim, if:

1. we agree the Product has a defect that is covered by this warranty; and

2. you have:

   (a) satisfied the pre-conditions for making a warranty claim;
   (b) made a warranty claim within the Warranty Period; and
   (c) completed the requirements set out herein.

We may require you to make the Product available for inspection by us or our authorised representative. We may also require the attendance of the builder or installer (or their authorised representatives). Where this occurs, we will not be liable for any costs you incur in connection with their attendance. We reserve the right to charge you a service fee for the inspection of any Product that is the subject of your warranty claim. If we or our authorised representative inspect the Product and determine there to be a defect that is covered by this warranty, then we will waive or refund the service fee.

Where we agree to accept your warranty claim, a refund, repair, or a replacement Product (or, where no replacement Product is available, an equivalent Product) will be provided to you free of charge (in the same condition as the Product was originally supplied). Risk of loss or damage to the repaired or replacement Product passes to you or to your agent or to your nominated carrier upon delivery or collection of the repaired or replacement Product (as the context requires).

To the extent permitted by law, our liability under this warranty is limited to us refunding, repairing, or replacing the defective Product that is the subject of your warranty claim, or supplying you with an equivalent Product.

8. What is expressly excluded from this warranty?

For the purposes of this warranty, and for the removal of doubt, we will not be obliged to refund, repair or replace any Product that is subject to damage or failure:

1. from normal wear and tear, reduction in size or performance, discoloration or degradation due to the passage of time, or the use of the Product, or the effects of: sun and/or light exposure and/or water and/or wastewater and/or the environment, and/or any other cause whatsoever, during the use of the Product, and anything deemed by us to be "normal wear and tear". The parts are covered by warranty if they are faulty due to a manufacturing defect;
2. from misuse or abuse (whether wilful, accidental, or negligent);
3. from external forces (including, without limitation, impact damage, and the effect of the weather);
4. from improper maintenance, handling, or storage;
5. from corrosion caused by external factors (e.g. excessively salty atmospheres or chlorine gas in wastewater treatment plants) or water/weather/moisture damage (where the Products are not intended to be used in a corrosive or wet environment);
6. from improper installation (where installation was not carried out in accordance with our installation guidelines or those of the relevant manufacturer);
7. from exposure to radiation, electromagnetic or radio waves or other force of interference of any kind, or harmful or caustic chemicals;
8. from any use of the Products other than what we agree is their normal intended use or in an application that is not fit for purpose;
9. when Product is used as a sole water supply in a critical or life reliant situation;
10. from exposure to loads or stresses in excess of Product specifications and our installation guidelines (or those of the relevant manufacturer);
11. from exposure to power supplied:
    (a) by a generator or inverter that is not "pure sine-wave power";
    (b) with a voltage less than 230V;
    (c) with a voltage more than 240V; or
    (d) in an area where the voltage fluctuates regularly;
12. when modifications, alterations, or repairs made without our prior written and fully informed consent; or any tampering or removal of identification labels or electrical cables; or any non-genuine parts being fitted; or if repairs have carried out by persons not approved by us;
13. from natural events or disasters, including, without limitation, explosion, fire, lightning, hail, earthquakes, floods or any other occurrence;
14. when Product is sold or used for; hire; rent; or lease; or any similar situation;
15. if the Product is used in situations that we reasonably consider to be: hazardous or dangerous; a mine site; a remote area; industrial applications; food industry applications; is an application upon which lives are reliant, whether animal or human or plant life; or any other unsuitable application; all of these circumstances are defined by us at our sole discretion, and no liability is accepted in all these situations.

9. Further limitations and exclusions

To the extent permitted by law, this warranty expressly excludes:

1. the cost of removing and disposing of the Product which is the subject of your warranty claim, or any other attached articles;
2. the cost of installing the replacement Product or any other attached articles;
3. freight, handling, and storage costs;
4. damage to personal property or livestock;
5. liability for any liquidated damages you incur;
6. costs associated with third-party evaluations, reports, or repairs that have been undertaken without our prior written and fully informed consent.

Replacement of exact Product: given that Products may be discontinued from time to time, replacement Products supplied under this warranty may not be identical to the Product that is replaced. We will take reasonable steps to ensure that the replacement Product supplied will be comparable to the Product which has been replaced in terms of its appearance, quality, and specifications (wherever possible).

We will rectify any defect as soon as practicable but will not be liable for any loss or damage whatsoever caused by any delay.

Use with potable water: unless a Product has been tested to Australian Standard AS 4020, we offer no warranty for its suitability in such applications.

Exact performance to published data: as performance data for all Products is an estimation, which is from test data and is approximate and does not take into account external factors over which we have no control, such as loss of pressure and flow due to pipework and pipe-fittings and valves, the performance may not be exactly as stated. It is the purchaser's and the end user's responsibility to ensure that the Product is of sufficient size and performance for their application.

10. Important notice regarding installation

No Product supplied by us will last forever. Therefore, ALL installations of all Products must be constructed to allow the owner or technician to easily remove the Product for servicing, and/or replacement, warranty replacement or upgrading. If there is no installation manual with the Product when you receive it, it is your responsibility to request it, or download it from our website.

11. Important notice regarding safety

Before installing or servicing any electrical or powered Product disconnect it from the power supply, ensure all moving parts are stationery, and the Product is completely safe and not hazardous in any way whatsoever. Electrically powered Products must be correctly earthed and connected to a circuit with an integral RCD (Safety Switch) in the circuit breaker, in accordance with all Australian Electrical Regulations or Standards that are applicable. We accept no liability for the installer's or user's or owners or any other involved persons, failure to comply with all applicable electrical or plumbing regulations and standards.

Products powered by an internal combustion engine must never be used indoors or in an enclosed space. The Product must not be installed in any manner that if it were to leak, or fail to work, that it would cause damage or loss to property or persons. All pumps must be installed in a well-ventilated and drained area.

12. How to make a claim under this warranty

To make a claim under this warranty you must, prior to the expiry of the Warranty Period and within thirty (30) days of discovering the relevant Product defect, contact us and provide details of your warranty claim, with particulars, in writing.

1. In the case of any fault, refer to the applicable Trouble Shooting Guide first, this may rectify the problem.

2. If these steps do not rectify the problem, you may

   (a) return the Product to the original place of purchase with proof of purchase for replacement or refund or;
   (b) mail us at **PO BOX 650 MORNINGSIDE QLD 4170** or send an email to csv@ascento.com.au with a photo of the Product, copy of your purchase receipt, a copy of the installation checklist, a description of the problem, information relating to Product usage, Product storage conditions, and your name and address and phone number - we will review your request and send you a replacement directly if we accept your warranty claim, or;
   (c) call us on (07) 3893 5000 with the above information; however we will always require a copy of your purchase receipt and the installation checklist (where applicable). Do not send the Product to us unless we ask you to do so.

Prior to processing or accepting any claim against us, of any type, we reserve the right to choose to inspect the Product in person, or by use of a drone, or any other method of our choice, or request photographs and/or video evidence, or request for the Product to be returned to our premises for inspection. If the owner or user or installer, or any other responsible person, does not allow us the right of the inspection that we request, we are unable to process any claim for refund or replacement or repair. You are responsible for any expenses of making a claim under this warranty.

13. Manufacturer warranties

This warranty is separate to any warranty that may be provided by the manufacturer (or the deemed manufacturer) whether express or required by law. If we are not the manufacturer (or deemed manufacturer, under the Australian Consumer Law) of the Products we will upon request, notify you in writing of the relevant manufacturer's place of business in Australia so that you may direct any such warranty claims to the manufacturer. We do not accept responsibility for any warranties (express or implied) in respect of the Products (including manufacturer warranties) other than as expressly provided in this warranty or required by law.

14. No exclusion or limitation of statutory rights

Nothing in this warranty is to be read or construed to exclude, limit, or modify or have the effect of excluding, limiting, or modifying any right or remedy, or any guarantee, term, condition, warranty, or undertaking implied or imposed by any state or federal legislation which cannot lawfully be excluded or limited.

15. Australian Consumer Law

This section applies where you are deemed to be a "consumer" for the purposes of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ("Australian Consumer Law"). The benefits given to you under this Warranty are in addition to any rights and remedies that you may have under Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service. This is not an exhaustive list of your rights under the Australian Consumer Law.

This warranty against defects is given by: Ascento Pumps Pty Ltd ACN 134 716 322 as trustee for the Adrian Cooper Family Trust, Ascento Pty Ltd ACN 134 716 000 as trustee for the Martha Cooper Family Trust, Ascento Solutions Pty Ltd ACN 134 715 923 as trustee for the Michael Cooper Family Trust, and Ascento Aqua Pty Ltd ACN 134 716 206 as trustee for the Scott Cooper Family Trust, collectively trading as and known as: Ascento Group Australia ABN 20 527 073 843 ("we," "us").