

Warranty

Stokes (Australasia) Limited (Stokes) guarantee electric heating elements manufactured by it to be free from defects in workmanship and/or materials. Its obligations pursuant to this guarantee are limited to the repair or replacement of any such element which proves to be defective within the guarantee period, or at Stokes' option refund of the purchase price. The repair, replacement or refund shall be effected upon the defective element being returned freight pre-paid to the Registered Office of Stokes or to the offices of its accredited Electrical Agents. Stokes shall not be responsible for the cost of removing any defective part or reinstalling the repaired or replacement part.

(Where Stokes supplies goods not of Stokes' manufacture, the customer shall only be entitled to such benefits as Stokes may receive under any guarantee given to it in respect thereof.)

GUARANTEE PERIOD Twelve (12) months from the date of sale by Stokes.

CONDITIONS

- A. This Warranty applies only within the Commonwealth of Australia but can be extended to other international markets with expressed agreement with the Purchaser.
- B. This Warranty shall not apply -
- i) if any serial or identification number or installation plate on the Products has been altered, rendered illegible or removed;
 - ii) unless written notice of any defects and any claim in respect thereof has been given within the Warranty period;
 - iii) if the Products have been -
 - a) subject to misuse, abuse, negligence or accident;
 - b) operated on an electrical supply the voltage of which varies by more than 10% from the rated voltage applicable to the component;
 - c) installed, maintained or operated otherwise than in accordance with the instructions and recommendations furnished;
 - d) damaged by foreign objects;
 - e) repaired or altered;
 - f) used for any duty or subjected to any operating condition varying from that for which it was specifically supplied by Stokes Australasia Ltd nor shall it apply in respect of any damage to the equipment arising from abrasion, erosion, corrosion, deterioration or the like contributed to by abnormal temperatures, the influence of foreign matter or energy or the physical or chemical properties of water steam or chemical compounds.
- C. The Purchaser shall be responsible for and shall meet all charges in respect of:
- i) making the Products accessible for service;
 - ii) any labour, transportation, traveling or communication expenses necessarily incurred in the provision of repairs or replacement.
- D. The Purchaser must produce proof of the date of purchase when making a claim.

This Warranty is exclusive of all other warranties, descriptions, representations or conditions (including but not limited to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise whether of a like nature or not and whether expressed or implied by law, trade, custom or otherwise) which are expressly excluded. Whether or not any plans or requirements have been submitted it shall be the Purchaser's exclusive responsibility to ensure that the goods supplied will be satisfactory to meet the Purchaser's plans or requirements in respect of the goods.

Orders will only be accepted and all sales shall proceed subject to Stokes' general conditions of sale of which are available at request.