

Electronic Power Solutions Pty Limited
STANDARD TERMS AND CONDITIONS OF SALE
for the
Epic Pump Series Pool Pump Energy Saver

Current as at 1 September 2015

1. Terms Used

The "seller" refers to Electronic Power Solutions Pty Limited ABN 14 096 776 242.
The "buyer" refers to any legal entity purchasing from the seller.

2. General

The seller accepts the buyer's order on these Terms and Conditions, together with the information and warranty conditions set out in the [Installation and Operating Manual](#) supplied with the **Epic Pump Series Pool Pump Energy Saver**, which constitutes the entire agreement between the seller and the buyer and is expressly agreed that there are no other understandings, representations or warranties of any kind (express or implied) forming part of this contract. In particular, any condition contained in the buyer's order, which is inconsistent with, qualifies, or is contrary to these conditions shall be of no effect unless the seller expressly accepts that condition in writing.

3. Price and Terms of Payment

- i) The seller's prices are subject to alteration without notice and the price payable by the buyer for the goods ordered shall be the price ruling at the date the goods are despatched. The seller's prices are inclusive of all taxes, duties and other imposts which may be payable, but exclusive of the seller's standard freight charges.
- ii) If the goods are exported the price and other monies due to the seller shall be paid in Australian currency.
- iv) Unless otherwise stated in writing by the seller on acknowledging the order, all monies payable by the buyer are due for payment as cleared funds and in full prior to dispatch of goods.

4. Delivery

- i) The seller may withhold delivery in terms of clause 3 above.
- ii) The seller reserves the right to dispatch the buyer's order in one delivery or by instalments, but failure to deliver any instalment as agreed shall not entitle the buyer to terminate the contract as to any remaining instalments.
- iii) Any quotations of delivery times by the seller are made in good faith but as estimates and not commitments, the seller shall not be bound by such estimate.
- iv) Where the buyer requests a particular method of delivery and the seller agrees in writing then the buyer shall cover any additional costs of delivery by that method from the point of dispatch of the goods by the seller. Otherwise the seller will select the method of delivery. In all cases the buyer is responsible for the delivery costs whether the method of delivery is at the option of the buyer or the seller.

5. Shortages

Liability for shortages in the quantity of the goods is limited to making up the shortages if the seller has shipped an incorrect quantity. No claim in quantity will be allowed unless the customer gives notification of the shortage in writing within 2 business days of delivery and provides a reasonable opportunity for the seller to take all necessary steps to investigate the claim.

6. Damages or Loss in Transit

If the buyer ensures that:

- i) prior to acknowledging delivery to the carrier, the complete consignment as per the carrier's note has been received; and
- ii) should there be a shortage or visible damage to outer packaging, the carrier's note is fully endorsed accordingly; and
- iii) the buyer advises the seller in writing within 2 business days of receipt of consignment if there is a shortage or product received is not in good order and condition, then the seller will use reasonable efforts to make a claim for damage or loss in transit against the carrier on behalf of the buyer. The seller is not liable for any loss or damage to goods in transit including any consequential loss or damage. Claims notified to the seller after 2 business days of receipt of goods will not be dealt with by the seller.

7. Return of Goods for Credit

Goods supplied in accordance with the buyer's order can only be returned with the express approval of the seller.

- i) Requests to return goods must be submitted in writing within 10 days from date of supply
- ii) Where goods are accepted for credit they must be delivered at the buyer's expense into the seller's store from where they were purchased, in original condition and packaging, and must be current stock lines.
- iii) The original invoice number must be quoted.
- v) The seller will charge a restocking fee against any returned goods equal to 15% of the purchase price.
- vi) Goods specially imported or procured on behalf of the buyer cannot be returned except by prior written approval from the seller and then only on such terms and conditions as the seller may agree.

8. Disputes

In the event that any part of an invoice is disputed, the amount not under question shall be paid promptly according to applicable payment terms. Any claim or dispute arising hereunder shall be subject to arbitration in accordance with the Commercial Arbitration Act of Queensland.

9. Property and Risk

Risk (including insurance responsibility) shall pass to the buyer on collection of the goods by the buyer or on delivery by the seller to the buyer or his agent or to a carrier for delivery to the buyer.

10. Errors or Omissions

Clerical errors or omissions, whether in Computation or otherwise in any quotation, acknowledgments or invoice, shall be subject to correction.

11. Force Majeure

The seller shall not be liable to the buyer for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods, or failure to perform any term of this contract where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials, facilities, accidents, interruptions of, or delay in transportation or any other cause beyond the seller's control.

12. Compliances with Regulations

The buyer shall be solely responsible for obtaining any necessary permits under and for compliance with all legislation, regulations, by-laws or rules having the force of law in connection with the installation and operation of the goods.

13. Proper law

These conditions of sale shall be governed by the laws of the Commonwealth of Australia and the State of Queensland.

14. Warranty Terms

The Warranty is 12 months from date of despatch and covers repair or replacement of all components that have failed due to bad workmanship or faults, provided that the buyer returns the faulty Epic Pump Series *Pool Pump Energy Saver* to the seller for repair together with the buyer's proof of purchase. Please consult with the seller before proceeding with any Warranty Return.

The Epic Pump Series *Pool Pump Energy Saver* has been designed for control of domestic (home) pool pumps fitted with a single phase 240V AC motor up to 1.8kW and maximum current rating of 8.1 Amps and one that is of the Permanent Split Capacitor type.

The Epic Pump Series *Pool Pump Energy Saver* is not suitable for:

- Motors with a nameplate current rating exceeding 8.1 Amps
- Single phase AC motors with a switched winding (centrifugal switch)
- Series Motors (eg as used in Ceiling Fans)
- DC Motors
- **ANY OTHER APPLIANCE or MOTOR**

Please [contact the seller](#) before purchasing if you have any doubt regarding the suitability of your pool pump motor. It is up to the buyer to ensure that the Epic Pump Series *Pool Pump Energy Saver* is fit and suitable for the purpose for which it is required and the seller as manufacturer will not accept any liability if it is not.

The Epic Pump Series *Pool Pump Energy Saver* must be installed:

- a) vertically with the socket and lead facing the ground;
- b) level;
- c) out of direct sunlight;
- d) with only one pool pump motor connected to the Epic Pump Series *Pool Pump Energy Saver*; and
- e) at least 400mm off the ground to prevent water entry by splashing into the bottom of the enclosure. Water must not enter the air vents at the bottom of the Epic Pump Series *Pool Pump Energy Saver* and care must be taken not to directly hose the Epic Pump Series *Pool Pump Energy Saver*, particularly from underneath.

Incorrect installation of the Epic Pump Series *Pool Pump Energy Saver* or any entry of water into the Epic Pump Series *Pool Pump Energy Saver* will void the warranty.

The seller, as the manufacturer, will not be liable for any:

- a) consequential loss or damage whatsoever;
- b) failure caused by incorrect installation, incorrect connection, misuse, abuse, negligence, modification or adjustment, accidental damage, normal wear & tear or incorrect operation or operation other than the intended use and within the rating limit as detailed in the [Installation and Operating Manual](#);
- c) damage to the Epic Pump Series *Pool Pump Energy Saver* caused by water; or
- d) forward freight costs, or return freight costs if the Epic Pump Series *Pool Pump Energy Saver* is not repaired under Warranty. To clarify, the buyer must pay for the cost of freight when sending the Epic Pump Series *Pool Pump Energy Saver* to the seller. The seller will pay for the return freight to the buyer, provided the Warranty claim is valid and approved by the seller – otherwise all freight costs will be payable by the buyer.

The Epic Pump Series *Pool Pump Energy Saver* requires no servicing or maintenance at all. The Warranty is voided if any service is attempted on the Epic Pump Series *Pool Pump Energy Saver* by anyone other than the manufacturer. The Warranty will be voided if the Epic Pump Series *Pool Pump Energy Saver* has been repaired or attempted to be repaired by anyone other than the manufacturer.

Unless agreed otherwise, all warranty work will be carried out at the seller's factory. Subject to inspection and determination of the cause of failure upon receipt of the faulty Epic Pump Series *Pool Pump Energy Saver* by the seller, the Epic Pump Series *Pool Pump Energy Saver* will be repaired or replaced at the sole discretion of the seller.

Valid Warranty repairs will be done free of charge. No replacements will be provided without the return of the defective Epic Pump Series *Pool Pump Energy Saver* to the seller and no work will commence without proof of purchase of the Epic Pump Series *Pool Pump Energy Saver*.