

Warranty: HP Flex™ Corrugated Conduit Coils

1. Refund or replace Warranty

- (a) Hi – Precision Profiles (**HP Profiles**) warrants, subject to the terms of this warranty (**Warranty**) that HP Flex Corrugated Conduit Coil (**Product**) is free from defects in manufacturing and materials for a period of 25 years from the date of delivery or sale, whichever is later (**Warranty Period**).
- (b) Subject to clause 1(c), if the Product fails to perform for any reason within the Warranty Period and the Product is returned to the place of purchase, HP Profiles will refund the cost of the Product or replace the Product as per clause 2.
- (c) The Warranty is subject to the following conditions:
 - (i) The Product must have been installed by a registered electrician pursuant to the *Electricity (Licensing) Regulations 1991 (WA)*, or equivalent regulations in the place of installation.
 - (ii) The Product must have been used in a fixed static application, unless otherwise agreed with HP Profiles.
 - (iii) The Product must not have been subjected to improper environmental conditions, including, but not limited to any temperature lower than -5 degrees Celsius or exceeding 60 degrees Celsius or mechanical forces, impact or compression that exceeds the manufacturers' specification or the Australian Standard AS2053:5 specifications for the class of Product.
 - (iv) The Product must not have been interfered with after installation, including any action taken to remedy a defect prior to HP Profiles being notified of the alleged defect and HP Profiles being given reasonable time to inspect the Product and address the alleged defect.
 - (v) The defect must be shown to relate to a defect in the material or to have occurred during manufacture and prior to delivery or sale of the Product, whichever is later.
 - (vi) The Product must be returned to the place of purchase with proof of purchase.
 - (vii) The Warranty does not extend to a failure or defect of the Product caused by misuse, abuse, neglect, improper installation, mechanical overload, abrasion, corrosion, improper use or application, other abuse errors, any other act or omission of or by the customer or third party or any other cause beyond the control of HP Profiles.
 - (viii) HP Profiles will not be responsible for damage or loss caused during shipping or handling of the Product.

- (ix) Any claim made under this Warranty must be made out in accordance with clause 3.

2. Extent of Warranty

- (a) HP Profiles' liability under this Warranty will decrease from 100% from the completion of the 5th year from the date of delivery or sale of the Product, whichever is later, to 0% at the completion of the 25th year from the date of delivery or sale of the Product, whichever is later, at a rate of 5% per annum.
- (b) At HP Profiles' election, the Warranty is limited to either:
 - (i) the replacement of the faulty Product with the same or a comparable product to be determined by HP Profiles at its' sole discretion, the value being the price of the Product as at the time of initial purchase subject to clause 2(a); or
 - (ii) refunding the price of the Product as at the time of initial purchase subject to clause 2(a).
- (c) The value of the refund or replacement of the faulty Product does not extend to the cost of retrieving, removing, reinstalling, retesting or transporting the Product to and from the location where the Product is located, or any consequential loss or damage.
- (d) The maximum amount payable upon a claim against the Warranty will not exceed the price of the Product as at the time of initial purchase. If more than 1 identical coil is reflected on the proof of purchase the refund or replacement will only be made for the actual coil that failed.
- (e) Apart from any consumer guarantees under the Australian Consumer Law that may apply and may not be excluded, all other warranties express or implied and whether arising by virtue of statute or otherwise are excluded.

3. Making a claim and associated expenses

- (a) Any claim made under the Warranty must be made within 30 days of the defect becoming known:
 - (i) by sending written notice outlining the details of the defect to the address below; or
 - (ii) by submitting a form available at www.hpprofiles.com/support or emailing support@hpprofiles.com; and
 - (iii) providing proof of purchase including the date and place of purchase and the date of delivery.

- (b) This Warranty is limited to refund or replacement as set out above and does not extend to any associated expenses or consequential loss, save for where required by law.

4. Additional rights

- (a) If the Product was purchased by a Consumer (as defined in the Australian Consumer Law), then, in addition to the above, the following provisions also apply to this Warranty:
 - (i) The benefits to the Consumer given by this Warranty are in addition to other rights and remedies of the Consumer under a law in relation to the goods or services to which the Warranty relates; and
 - (ii) HP Profiles goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Consumer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Consumer is also entitled to have the goods repaired or replaced if the goods fail to be acceptable quality and the failure does not amount to a major failure.