



SCARLETT INDUSTRIES PTY LTD T/A TWISTA ABN: 49 150 850 703

Phone: 1300 888 151 Sales office: 0425256969 E: office@twista.com.au Web: www.twista.com.au

Terms & Conditions – Warranty

SPECIAL THANKS TO YOU

Thank you for choosing a product proudly made in Australia which supports Australian employees and employers.

Reserved is the right to honour, change or discontinue any sale, any time, to any person or entity for any reason. Circumvention immediately voids your order.

Scarlett Industries Pty Ltd Trading as Twista ABN: 49 150 850 703 warrants that the Products will remain free from manufacturing defects for the following periods, from the date of purchase:

A. TWISTA ROTOR HEAD VENTILATOR 500MM: 10 YEARS structural warranty for the body of the Product if installed over 2.5 kilometres of a coastal area. 12 months warranty if installed on a property situated between 1 and 2.4 kilometres of a coastal area.

WEATHERTIGHT: The Twista Ventilator Product Size 500MM is designed and developed with a total gutter control and have a fully integrated drainage system to exceed the Australian Standard AS2428.1 & .2 (Rain and Wind) ensuring optimal performance in weather control.

The Twista Ventilator Product Size 500MM is warranted for the period of 10 years against leakage during rain and wind by resisting water entry with zero water penetration and achieving complete weather performance providing peace-of-mind for designers, builders, and most of all, occupants.

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Installation must be performed strictly in accordance with the Twista Installation Instructions as provided on the Twista website to ensure a waterproof installation is guaranteed.

B. TWISTA ROTOR HEAD VENTILATOR 750MM: 15 YEARS structural warranty for the body of the Product if installed over 2.5 kilometres of a coastal area on industrial properties. 12 months warranty if installed on a property situated between 1 and 2.4 kilometres of a coastal area on industrial property.

WEATHERTIGHT: The Twista Ventilator Product Size 750MM is designed and developed with a total gutter control and have a fully integrated drainage system to exceed the Australian Standard AS2428.1 & .2 (Rain and Wind) ensuring optimal performance in weather control.

The Twista Ventilator Product Size 750MM is warranted for the period of 15 years against leakage during rain and wind by resisting water entry with zero water penetration and achieving complete weather performance providing peace-of-mind for designers, builders, and most of all, occupants.

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PAYMENTS – Credit Cards will incur a 2 % surcharge.

INSTALLATION – *Conditions may apply to installations in your area, call for information. If an installation cannot be carried out in your area for any reason, you may have the product delivered* and do a search through your local newspaper or Google for a local builder, carpenter or roof plumber to help you with your installation.

EXTRAS – Additional fees may apply to some travel zones if applicable to your area poa. You'll also need to tell us if you have a TILE or a METAL roof and the colour so we can advise you correctly.

ILLUSTRATIONS – Diagrams & Pictures for illustration only.

HOW TO PAY: Online with Stripe using your Credit or Debit Card.

SYDNEY: Post To – Box 945, Ingleburn NSW, 1890, Australia

SYDNEY: Email – office@twista.com.au **Ph: 1300 888 151**

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AGREEMENT: By accepting this Agreement the Purchaser accepts the supply and/or installation of the Goods on the following Terms and Conditions:

OWNERSHIP OF THE GOODS: The Purchaser agrees as follows:

A– that the title of the Goods remain the property of the Supplier until full payment has been received and cleared by the Supplier or by any 3rd party which may be appointed by the Supplier from time to time;

B– to protect the interests of trademarks and products you must not do anything which may prejudice or be inconsistent with those interests, including but not limited to any attempt to sell, dispose of, or grant any interest over or encumbrance over the Goods.

QUOTATION AND PAYMENT – The Purchaser agrees:

A– to pay in accordance with the “**How to Pay**” section of this Agreement;

B– that the final quotation amount can and will be determined on the date of the site inspection and accepted by the Purchaser.

·(INSTALLATION): The Purchaser acknowledges that:

A– Installation must be performed strictly in accordance with the Twista Installation Instructions as provided on the Twista website to ensure a waterproof installation is guaranteed.

B– the product Supplier/Installer accept no responsibility for any pre-existing damage to the roof or any consequential damage sustained during installation due to the wear and tear or

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state of repair of the roof including but not limited to any water leaks due to roof damage or penetration of the roof sarking membrane;

C– the Manufacturers product warranty may be void due to pre-existing roof damage;

D- Product exposed to “overspray of roof paint” into the Twista Head and onto the bearings will void the warranty

E– the responsibility for the site in relation to any installation of the products is held with the Installer absolutely and is considered to be the “site controller” as defined under all Occupational Health & Safety legislation or similar legislation throughout Australia;

F– the Purchaser acknowledges and grants the Supplier and its agents the right to: (1) video tape, photograph and create any image of the Purchaser’s roof and home on which a product has been installed; and (2) deal with the videos, photographs or images created at its absolute discretion for any commercial or business use. The purchaser can ask in writing if they do not wish for any video or photography be taken before any work proceeds.;

G– at the time of entering into this Agreement, it made representations and warranties that it is solvent and able to meet any payment obligations under the terms of this Agreement”.

·(EXCLUSION OF LIABILITY): To the extent permitted by law, exclude all liability for any claim, loss, damage or injury sustained to any person or property as a result or in connection with the supply, delivery and installation of the Goods.

(Interpretation): In this Agreement, the following words have the following meaning:

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“Purchaser” means the details contained in the Customer Order/Invoice section of the Agreement.

“Goods” means the details contained in “Order/Invoice” section of the Agreement.

“Supplier/Installer” means the details contained in the Supplier/Installer section of the Agreement.

“Tax Invoice/Sales Agreement/Contract” means the Agreement.

This Product Warranty does not cover any Product defect or damage to the extent it is caused or contributed to by the following:

- (a) force majeure, such as floods, earthquakes, severe weather (including hail or storm-related debris), cyclones), fire (including bush fires), or including, but not limited to uncontrollable events not caused nor controlled by humans;
- (b) growth of mould or mildew, or any fungi, bacteria organism due to in-situ conditions;
- (c) the use of high pressure water cleaning, mechanical cleaning devices or chemical agents, or the impact of other foreign objects;
- (d) colour fading
- (e) exposure to corrosive in-situ conditions, such as an alkaline or acidic environment, that does not provide adequate air quality to prevent deterioration of the Product;
- (f) product mounted on top of swimming pools, within 3 meters of bathroom exhaust fans or ducted with tubing above these fans reduce the warranty period to a limited 3 months.

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My signature/order as purchaser indicates that I authorise and acknowledge the following:

(a) sales are between me and the Supplier or Installer as listed in the Details Section of the Agreement.

(b) the Call Centre and its' subsidiaries provide ordering, billing and administration services to the Supplier or Installer listed in the Details Section of the Agreement and receive a commission for the services provided. As Purchaser I agree that any claims shall be directed to the Supplier or Installer as listed in the Details Section of the Agreement. Please Note: Any cancellation of order will incur a minimum of \$50 non-refundable administration fee or as pre agreed.

·(SUPPLIERS' TERMS AND CONDITIONS OF WARRANTY AGAINST DEFECTS)

1.The Supplier warrants the products to be free from defects in workmanship and materials for the period set out accordingly from the date of purchase. Subject to the conditions of warranty, if the product fails to operate within the warranty period, the Supplier will at its discretion repair, refund the purchase price or replace the unit free of charge.

2. The Purchaser must not do any harm or tamper with any of the products.

3. All products must be accompanied by proof of purchase by the claimant as purchaser.

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4. Any product which is found to be faulty due to abuse, misuse, or improper installation shall not be admitted as a warranty claim.

5. 'Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure'.

6. Apart from any warranties implied by law including Australian Consumer Law all other warranties expressed or implied and whether arising by virtue of statute or otherwise are hereby expressly excluded.

7. As of 1 September 2023, The Supplier warrants the products to be free from operational defects in material and workmanship as set out below unless stated otherwise on the front of invoice or advertised differently or sold on a price reduction/ second hand stock/clearance sale.

A. TWISTA ROTOR HEAD VENTILATOR 500MM: 10 YEARS structural warranty for the body of the Product if installed over 2.5 kilometres of a coastal area. 12 months warranty if installed on a property situated between 1 and 2.4 kilometres of a coastal area.

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WEATHERTIGHT: The Twista Ventilator Product Sizes 500MM and 750MM are designed and developed with a total gutter control and have a fully integrated drainage system to exceed the Australian Standard AS2428.1 & .2 (Rain and Wind) ensuring optimal performance in weather control.

The Twista Ventilator Product Sizes 500MM and 750MM are warranted for the period of 10 years and 15 years respectively against leakage during rain and wind by resisting water entry with zero water penetration and achieving complete weather performance providing peace-of-mind for designers, builders, and most of all, occupants.

8. All products purchased from the Supplier must be returned to the Suppliers premises for repairs: Call or email beforehand for the correct address at the time.

9. All faulty products or components must be returned freight pre-paid by the Purchaser to the Supplier together with the proof of purchase documentation. The Purchaser shall be responsible for all costs incurred in removing, dismantling and re-installing the product(s). All transportation charges incurred in returning defective products, or parts thereof, for

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repair, or replacement, together with the cost of returning them to the Manufacturer shall be paid by the Purchaser.

10. Due to unforeseeable circumstances and occurrences all bearings are warranted for 12 months from date of purchase.

11. Any warranty by the Supplier is limited to the original Purchaser only while occupying the premises where the product was originally installed and is non-transferable.

12. Except as may be required by law the maximum liability of the Supplier under this agreement for any reason whatsoever, whether arising in tort or contract, is hereby limited to the amount paid by the Purchaser for purchase of product(s).

13. A service fee will be charged for any services that may be required on site by the Purchaser.

14. All Products mounted on top of swimming pools, within 3 meters of bathroom exhaust fans or ducted with tubing above these fans reduce the warranty period to a limited 3 months.

15. The Purchaser acknowledges that these terms and conditions embody the whole agreement between the parties and agrees to be bound by them upon accepting or signing

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the sales order or copy delivery documents or invoice or upon payment or installation of the product whichever first occurs.

16. **PAYMENT:** Payment shall be prepaid online by the Purchaser for all goods supplied unless the Supplier otherwise agrees in writing. If full payments are not received within 14 days the Purchaser will forfeit all discounted prices and must pay the original full price of items plus all interest, handling fees and charges incurred for collecting all outstanding moneys.

17. **PLEASE NOTE:** Should account not be paid in full and pass to an agency or solicitor for collection, all commission, fees and out-of-pocket expenses will be borne by the Purchaser.

18. **DELIVERY:** In the event that a delivery date is specified by the Purchaser, the Supplier shall use its best endeavours to comply with the Purchaser's request. Under no circumstances will the Supplier be liable for any loss or damage of any kind whatsoever in the event that it is not able to comply with the Purchaser's request for delivery at a certain date or time. The Purchaser acknowledges and agrees that it will not make any claim against the Supplier for any loss or damage incurred as a result of late delivery.

19. **CANCELLATION:** Orders placed with the Supplier cannot be cancelled without the written approval of the Supplier. In the event that the Supplier accepts the cancellation for any order placed with it, it shall be entitled to charge a reasonable fee for any work done on

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behalf of the Purchaser to the date of the cancellation, including a fee for the processing and acceptance of the Purchaser's order and request for cancellation and a return to stock fee.

20. **LIEN:** The Purchaser hereby acknowledges that the Supplier has a lien over all goods in its possession belonging to the Purchaser to secure payment of any or all amounts outstanding.

21. **TITLE:** Property and title in any article sold by the Supplier shall not pass from the Supplier to the Purchaser until the Purchaser has paid for the article in full and all cheques and other negotiable instruments have been cleared.

22. If payment for any article sold by the Supplier is overdue or if the Purchaser pays the Supplier by cheque (in full or in part) and such cheque is not met on presentation by the Supplier, for this purpose the Purchaser hereby consents to the Supplier or the products or its servants entering upon the Purchaser's premises to retake physical possession of the goods in full or partial satisfaction of the debt.

23. Notwithstanding the above, the Supplier reserves the following rights in relation to the Products until all amounts owed by the Purchaser/Buyer to the Supplier are fully paid: (a) legal and equitable ownership of the products; (b) to enter the Buyer's premises (or the premises of any associated company where the Products are located) without liability for

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trespass or any resulting damage and retake possession of the Products; and (c) to keep or resell any Products repossessed.

24. Complaints if any about the personal or professional conduct of any third party does not in any way reflect the conduct of the Supplier or its staff or representatives and should be directed to the third party or sales consultant or person at fault.

25. **SEVERABILITY:** If any provision of this agreement is held invalid, unenforceable or illegal by a legal tribunal of competent jurisdiction, this agreement shall remain otherwise in full force apart from any such provision which shall be deemed deleted.

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