



WARRANTY POLICY

For the SALE AND SUPPLY of BioGill Product Models: BioGill Tower, Model BGTOW230-16, BioGill Rapid, BioGill Ultra, from BioGill Operations Pty Limited, Australia. ACN: 149 810 319

November 2018

1. Applicability

- 1.1 This Limited Warranty applies to any Products sold and/or supplied by BioGill Operations Pty Limited ("BioGill") to a Purchaser and supersedes any terms and conditions of the Purchaser.
- 1.2 This Limited Warranty is also subject to the Terms of Conditions for the sale and supply of Products from BioGill ("Terms and Conditions"), a copy of which is available on the website www.biogill.com and forms part of any Quotation or Order Confirmation from, and any Contract with, BioGill.

2. Definitions

- 2.1 "Contract" shall mean any and all written agreements for the sale and/or supply of Product(s) from BioGill.
- 2.2 "Parties" shall mean BioGill and the Purchaser/Owner.
- 2.3 "Price" shall mean the price to be paid by the Purchaser for the Product(s) excluding taxes.
- 2.4 "Product" shall mean the Product(s) as set out in the Contract.
- 2.5 "Purchaser" shall mean any and all party/parties entering into a Contract with BioGill for the sale and/or supply of Products by BioGill.

3. Limited Product Warranty

- 3.1 The key components of each BioGill product are:
 - Patented nano ceramic media, also referred to as "gills";
 - Internal gill frame;
 - External housing; and
 - Liquid distribution system.
- 3.2 BioGill provides warranty as follows:

Key Component	Warranty Period
BioGill Tower + Model BGTOW230-16	
Nano ceramic media/ "gills"	5 years
Internal gill frame	12 months
External housing	12 months
Wastewater distribution system	12 months
Tower Plus stand	12 months
BioGill Rapid	
Nano ceramic media/ "gills"	5 years
Internal gill frame	12 months
External housing	12 months
Wastewater distribution system	12 months
BioGill Ultra	
Nano ceramic media/ "gills"	5 years
Internal gill frame	12 months
External housing	12 months
Wastewater distribution system	12 months

- 3.3 In the case of a warranty claim on the structural integrity of the nano ceramic media ("gills") BioGill's sole liability and the Purchaser and/or Owner exclusive remedy under this warranty shall be to provide replacement media/gill cartridges and is limited to the initial media/gill cartridge contract value. Any media/gill cartridge found to be defective under the terms of this warranty during the warranty period will be replaced at no cost to the Purchaser and/or Owner, excluding shipping, handling and installation charges.
- 3.4 Warranty applies from date of purchase.
- 3.5 Equipment supplied by third party manufacturers such as pumps, are subject to the warranty supplied by the original equipment manufacturer.
- 3.6 If the Purchaser does not make a Warranty claim during the Warranty Period, even if the defect occurs during the Warranty Period, the Purchaser shall lose all benefits of the Product Warranty.
- 3.7 Warranty is limited to replacement of parts deemed faulty by BioGill. BioGill is not responsible for any labour or any costs associated with the removal or fitting the replacement parts.

4. Warranty Conditions

- 4.1 The full price in addition to taxes and any costs and charges pursuant to the Contract and the Terms and Conditions must have been paid in full.
- 4.2 The Product(s) must be in its first installation.
- 4.3 The Products(s) must have been installed by an authorized BioGill Distributor.
- 4.4 The Product(s) must be operated and serviced in strict accordance with the "BioGill Installing, Commissioning and Operating Guide", industry standards and relevant government and industry codes and regulations.
- 4.5 The Product(s) must not have been subject to misuse, negligence, damage or accident in transit where the Purchaser was responsible for transport.
- 4.6 BioGill shall not be liable for defects arising out of materials provided by or a design stipulated by the Purchaser.

5. Making a Warranty Claim

- 5.1 Exclusive Remedy for Nonconforming Products. If Purchaser believes that any Product does not comply with the Product Warranty, Purchaser shall provide BioGill written notification of such non-conformance and comply with the obligations in this section. BioGill's sole obligation to Purchaser and Purchaser's exclusive remedy under the Limited Warranty is that BioGill will, at its option, repair or replace any Product components found to be defective within the terms of the Product Warranty. At BioGill's option, however, BioGill may also elect to accept return of the Product and refund to Purchaser the purchase price Purchaser paid for it. A claim alleging a violation of the Product Warranty must be made by Purchaser in writing within 180 days from the date of the cause of Product Warranty claim arising.
- 5.2 In order for a Purchaser to make a claim under the Product Warranty, the Purchaser must provide: (a) a copy of the original invoice; and (b) full written details of the defect, fault or problem; and (c) if requested by BioGill, photographs, servicing information, commissioning report, and/or potentially defective part.
- 5.3 Any part(s) sent to BioGill must be accompanied by written details of the Warranty claim.
- 5.4 In the event that BioGill provides a replacement part(s) and requests a return of a defective part(s), the defective part(s) shall become the property of BioGill and if the defective part(s) is not returned within 14 days the Purchaser shall be liable for the full cost and transport of the replacement part(s).

6. Limitation of Liability

- 6.1 Except as expressly provided in this Limited Warranty, BioGill shall have no obligations or liabilities whatsoever to the Purchaser in respect of the delivered Product(s) or any part thereof. Consequently, without limiting the generality of the above, BioGill shall under no circumstances be liable to the Purchaser for liquidated damages, loss of production, loss of profit, loss of revenue, loss of use, costs of capital, costs connected with interruption of operation or other consequential or indirect loss or damages arising out of or in connection with any Product(s) supplied.
- 6.2 Other than the Limited Product Warranty set forth in the preceding Warranty Policy, BioGill EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 This Warranty does not cover:
- 6.3.1 Defects caused by transportation of the Product.
 - 6.3.2 Attack from chemical of other agents (including sunscreens), fumes, liquids or solids.
 - 6.3.3 Accidental or intentional damage by a person or animal.
 - 6.3.4 Earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similarly extreme "acts of God".
 - 6.3.5 Aesthetic surface corrosion including colour fading in outdoor locations.
- 6.4 At the expiration of the Warranty Period all liability whatsoever on the part of BioGill ceases.

7. Force Majeure

If BioGill fails to fulfil its obligation pursuant to the Warranty Policy due to industrial disputes or any other circumstances beyond its reasonable control, which BioGill could not have reasonably expected or taken into account and which consequences BioGill could not reasonably have avoided or overcome (including but not limited to fire, flood, power, blackout, earthquake, war or delays in deliveries by sub-contractors) it shall be regarded as a case for relief and BioGill will not be liable for any damages or any other relief or remedies.