

Returns Policy

Please read this Returns Policy carefully before ordering any Products from HydroHeat.

Last revised and updated on 20th September 2022

HydroHeat Pty Ltd (referred to as “HydroHeat”, “we”, “us” or “our”) hope that you are completely satisfied with your recent purchase from HydroHeat. If you experience any problems or concerns, please refer to the information below and our [General Terms and Conditions](#) of Trade which are accessible at www.hydroheat.com.au

Capitalised terms used in this Returns Policy have the same meaning as capitalised terms in the Terms and Conditions of Trade, unless otherwise specified.

Protection under Australian Consumer Law

As set out in our Terms and Conditions of Trade, HydroHeat’s Products and Services come with guarantees that cannot be excluded under the Australian Consumer Law.

For Major Failures with the Services, you are entitled:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with Products. If a failure with the Products or a Service does not amount to a Major Failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the Products and to cancel the contract for the Service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Products or Service.

These rights under the Australian Consumer Law only apply where you are a Consumer.

Warranties on Products

Each of our Products [<https://www.hydroheat.com.au/products>] come with a warranty period which varies from Product to Product. The warranty only applies to the Product itself and the components supplied with the Product and does not cover components supplied by others, including the installer. To register the warranty on your Product, the Warranty Card must be filled in and returned to us, or [submitted online](#). This will ensure that your current details are registered with us for prompt warranty service if required. The benefits provided to you by the warranty are in addition to the guarantees and other rights and remedies available to you under the Australian Consumer Law.

Except as otherwise provided in the Terms and Conditions of Trade or this Returns Policy, HydroHeat may, but will not be required to, accept a return of any Product and please note that we do not provide refunds or compensation:

- (a) for any damage to a Product which is caused by you (i.e. damage that is not due to a defect in the Product);
- (b) for any defects, failures, non-performance, damage or other issues to a Product which we determine have been caused by:
 - a. improper use, storage, installation, maintenance or servicing;
 - b. faulty plumbing or water / gas supply (including excessive / or low pressure);
 - c. faulty power supply;
 - d. fire, water, lightning, frost or accidental damage;
 - e. any alteration, repair, modification, adjustment or other technical manipulation (without HydroHeat’s consent) by you or any other person not acting under the direction or control of HydroHeat;
 - f. any other act or omission by you or any other person not acting under the direction or control of HydroHeat;
 - g. the fitting or use of parts or accessories not approved by HydroHeat;
 - h. normal wear and tear; or
 - i. HydroHeat complying with any specifications or requirements provided or agreed by you;

- (c) where you have simply changed your mind about the Product;
- (d) where you have made an error in your own selection of the Product; or
- (e) where you have found the same or similar products elsewhere for a lower price or on different terms (e.g. a longer warranty).

We recommend you carefully follow the product care and maintenance guidelines provided when you purchased the relevant Product. If you have any questions about your Product, contact HydroHeat directly for advice.

How to arrange for a return or repair

If you wish to return or require a repair of any HydroHeat Product, you must contact us by email, phone or post or attend the HydroHeat warehouse at 6 Helen Kob Drive, Braeside, Victoria, and one of our staff members will assist you with any return or repair request. Warranty Claims must be made within the Warranty Period that applies to the relevant Product. In order to process your request please provide the following details: date of purchase, location of purchase, proof of purchase, date of installation, contact details and product serial number, together with a written description of the defect in or damage to the Product (with photos, if possible).

We will then respond, but please note that we may require access to the premises in which the relevant Product is installed to inspect the alleged defect or damage before taking further action. Processing of any claim in respect of any such defect or damage can only occur once the relevant Product has been provided for inspection. If we deem necessary to attend site clear & safe access must be provided.

Returns

If HydroHeat agrees to the return of a Product (in circumstances where you are not making a Warranty Claim), that Product must be delivered to the HydroHeat Store in new condition, unused and in the original packaging. The Product must also be accompanied by a document or despatch note stating the original invoice number, purchase order number, date of supply and the reason for return.

Excluding situations where a Product has been incorrectly supplied or oversupplied or where you are returning that Product as a result of a successful Warranty Claim, there will be an appropriate re-stocking and handling fee as per the rates set out below:

- Returns within 0-30 days from invoice date will incur a re-stocking fee equal to 10% (plus GST) of the price of the relevant Product (excluding GST);
- Returns within 31-90 days from invoice date will incur a re-stocking fee equal to 20% (plus GST) of the price of the relevant Product (excluding GST); and
- Returns 91+ days from invoice date will not be accepted for return (except where the return is as a result of a successful Warranty Claim and within the Warranty period).

Non-stocked, special orders or specially requested items cannot be returned or credited unless they are not to specification or otherwise not in accordance with the terms contained in our Terms and Conditions of Trade.

Repairs

If Hydroheat agrees to the repair of a Product, we may:

- arrange for on-site repair at the premises in which the relevant Product is installed;
- arrange for the Product to be sent off-site for repair; or
- provide you with a replacement or refund in accordance with the Terms and Conditions of Trade.

To the maximum extent permitted by law, any costs or expenses associated with returning or repairing the relevant Product, or in processing a refund or exchange in respect of that Product will be borne by you and will be payable on demand by HydroHeat.

Queries about this Returns Policy

If you have any questions about this Returns Policy, please contact us by any one of the following means:

- Email: info@hydroheat.com.au
- Telephone: +61 3 9588 1299
- Attend at: 6 Helen Kob Drive, Braeside, Victoria, 3195
- Post: PO Box 1045, Braeside, VIC 3195