

## **Hotwire In Screed Heating Mat Installation**

## Included In Each Package:

In Screed Heating Mat Touch Screen
Thermostat Continuity Tester
(Alarm) Adhesive Tape
Instructions





## **Contents**

General	Page 3
Floor Preparation	Page 3
Marking the floor for mat installation	Page 3
Prior to the Installation of the element	Page 4
Installation of the element	Page 5
Floor probe (Sensor) & Cold Tails	Page 6
Do's and Don'ts	Page 7
Tiling Instructions	Page 8
Avoid the following	Page 8
Customer Warranty	Page 9

This product is In Screed Heating. It is designed to be installed in a Sand and Cement Screed.

If you are looking to install your floor heating immediately under the tiles, you will need the Hotwire Under Tile Heating Mat.

Please read the instructions prior to your installation: The incorrect installation of the heating element may lead to damage and would invalidate your warranty

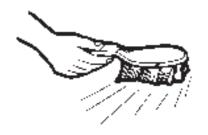


## **GENERAL:**

- 1. The heating mat must only be installed as per the Hotwire instructions.
- The heating mat MUST NOT be cut or shortened or the cold tail join be put under any strain
- In accordance with the local electricity laws an authorised electrician must carry out all prescribed electrical work.
- Your Hotwire element is classified as an electrical appliance. All electrical connections including the connection of the thermostat must be undertaken by a licensed electrician.
- 5. IMPORTANT: A certificate of Compliance (COC) must be issued by the electrician once the installation has been completed. Your electrician may need to check and test the mat installation prior to any floor covering being laid including the screed.
- 6. The design wattage for Hotwire mats is 200 watts per m2.
- 7. The mat width is 450mm wire to wire.
- Subfloor: It is essential that the subfloor is sufficiently rigid to support the heating elements and not allow unnecessary movement.

## FLOOR PREPARATION:

- Floors must be entirely clean, dry and level. If necessary sand or grind the floor first. Clean working surfaces will provide good adhesion.
- If a timber subfloor is being used, then we recommend tile and Slate underlay being installed prior to the elements to give the floor the rigidity required. This is especially important if the subfloor is tongue and groove flooring.
- Water proofing membrane requirements are determined on installation methods and are subject to local council requirements/ regulations.
- Where there is no water proofing, the floor must be painted with primer and allowed to dry for 30-40 minutes. This will ensure good adhesion for taping down the element.





## MARKING THE FLOOR FOR MAT INSTALLATION:

- 1. Mark the floor with a marker pen or crayon to show the exact area to be heated. Be sure not to lay elements in areas that may have floor fixtures installed after tiling (vanities, showers, toilets, and doorstops etc) The minimum spacing between 2 runs of the mat is 50mm and the maximum should be no more than 80mm to achieve efficient heat distribution.
- 2. Calculate the exact "net m2 heating area" based on your floor plan. Hotwire In Screed Heating Mats are installed at 200 watts per m2. When measuring the net floor area, measure off the walls, benches and shower trays the distance you require.

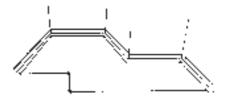
## PRIOR TO THE **INSTALLATION OF** THE ELEMENT:

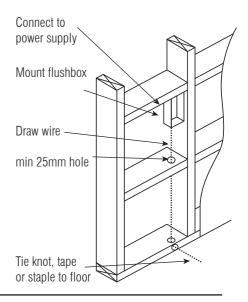
- 1. Before starting, use a multi-metre to check the resistance on the cable ensuring there is a circuit. Note the correct ohms reading (-5 + 10%) which is labelled on each cable outer packaging.
- 2. Prior to starting your installation, a flush box needs to be prepared for your thermostat.

## Note:

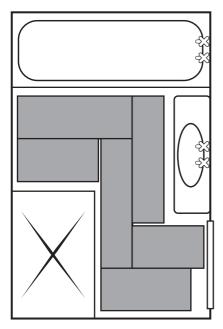
The Thermostat that comes with the system can be mounted horizontally or vertically. The heating element must be protected by an RCD with a rated residual operating current not exceeding 30mA. An electrician must either install a dedicated RCD or use an existing one.

- 3. Plan your laying path in advance, starting directly below your flush-box position.
- 4. You can lay the mat in any configuration you want as long as the spacing is even over the total area to be heated. See examples below.

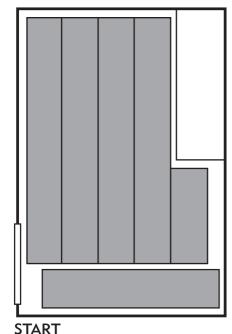








## **START**





## INSTALLATION OF THE ELEMENT:

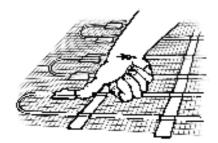
- Secure the heating element using a hot glue gun or tape. Make sure no part of the element lifts from the floor surface. This will ensure no damage occurs while screeding or tiling. The use of a spray adhesive along the areas where the cable loops acts as a primer for the tape which will also ensure no lifting occurs.
- Once you are about 50% through the installation of the heating mat, it is recommended to unroll the remainder of it to ensure you are on target with your initial laying calculations.
- The mat must be turned when reaching an end wall. To do this cut the tape/mesh from the mat nearest the wall, and turn the mat and place parallel to the existing lane. (Ensure even spacing between lanes is maintained.)

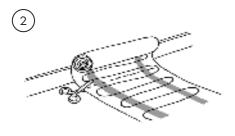
## Note:

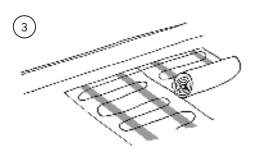
If you have excess element remaining, you may go back and uplift a percentage of the mat, cut the tapes/ mesh then free spool the extra element out across the floor. Never cut the cable (shorten) and remember that the spacings should be kept as even as possible.

Test the element again to ensure correct ohms reading after installation and prior to any screed being laid.









## FLOOR PROBE (SENSOR) & COLD TAILS:

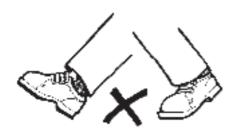
1. Recess the probe flat onto the floor approximately 50mm from the heating element. This is to ensure that it obtains the correct temperature readings. Use hot glue to hold it in place.



- 2. The probe wire must NOT cross over the heating element.
- 3. Ensure that there is enough probe wire to go up to the controller with the cold tail.
- 4. Attach a draw wire to the ends of both cold tail as well as the floor probe wire.
- 5. Gently pull up inside the wall so that the cold tail and probe wire can reach the flush box.
- 6. NEVER allow the heating element to be within the wall cavity.
- 7. Tape the cold tail to the flush box to avoid them dropping back down inside the wall.
- 8. Attach the continuity tester included in the kit to the cold tail of the element as per the instructions. This will ensure that any subsequent work on the floor will be monitored for damage.



Prior to tiling AVOID ANY UNNECESSARY
foot traffic on the element. If the floor is
not being tiled /screeded immediately, a
sheet of cardboard should be laid over the
element as an interim measure.



## DO'S AND DON'TS:

## Do's

- Read the installation instructions prior to the installation.
- 2. Ensure the surface is clean and clear of obstructions
- 3. Plan the heat mat layout prior to installation.
- Pre-plan post drilling Eg: doorstops vanities etc to eliminate damage to the element.
- Before starting and after laying use a multi-metre to check the resistance on the cable ensuring there is a circuit.
- Ensure that all heating element is positioned on the floor and not up into the wall cavity.

- 7. Protect the element prior to tilling
- Check the element again for resistance readings prior to tiling starting and when tiling be very careful not to damage the element.
- 9. Use Tile adhesives and grouts that are suitable for use with underfloor heating.
- 10.Ensure that each tile is solidly bedded in adhesive with no air gaps.
- 11. If you are unsure of any aspect of the installation or the suitability of the subfloor to be heated, check with your supplier (place of purchase) or call 1300 HEATING for technical advice.

## Don'ts

- 1. Don't cut or attempt to shorten the element.
- 2. Don't commence installation on concrete floors that are not fully cured.
- Don't allow the heating element to cross over or touch - nor cross over into another room.
- Don't allow the element to be installed on irregular surfaces.
- 5. Don't commence tiling before checking the continuity tester is working and that it is fitted to the elements cold tails.
- Don't turn on the heating until the adhesives has fully cured (7 days)



## ELECTRICAL SPECIFICATIONS OF HEATING MATS:

m2	Watts	Ohms	Amps
1	200	264.50	0.87
1.5	300	176.33	1.30
2	400	132.25	1.74
2.5	500	105.80	2.17
3	600	88.17	2.61
3.5	700	75.57	3.04
4	800	66.13	3.48
4.5	900	58.78	3.91
5	1000	52.90	4.35
6	1200	44.08	5.22
7	1400	37.79	6.09

## TILING INSTRUCTIONS:

- 1. Always use a flexible adhesive.
- 2. We recommend the use of a notched trowel and if possible a plastic trowel.
- To eliminate the risk of damage to the heating cables, you may choose to apply a self levelling compound (screed) Ensure that levelling compounds are used as per the manufacturers instructions. (In particular for non-concrete floors)
- A cement based grout should be used with no less than 10% latex content. (Latex modified acrylic, PVA,SBR)
- 5. Always move your trowel in the same direction as the heating elements
- 6. Use sufficient adhesive to eliminate voids or hollows under the tile.
- 7. Be careful when removing excess adhesive when scraping between tiles.

## AVOID THE FOLLOWING:

- 1. Cutting tiles over the heating elements.
- 2. Dropping tools or sharp objects onto the elements.
- 3. Don't wear hard soled shoes.
- 4. When lifting misplaced tiles ensure that you DO NOT lift the heating cable.



# CUSTOMER WARRANTY AGAINST DEFECTS FOR HOTWIRE IN SCREED HEATING PRODUCTS

Turnkey International Pty Ltd (ABN 36 086 830 766) trading as Hotwire Heating (Hotwire)

## 1.General

- 1.1. These Terms and Conditions apply to all transactions between Turnkey International Pty Ltd trading as Hotwire Heating (Hotwire Heating) and the Customer named in the Purchase Order/Quotation/Invoice (Customer).
- 1.2. The Customer acknowledges that these Terms and Conditions, together with the Quotation/Invoice issued by Hotwire Heating constitute the whole agreement between the parties, unless otherwise agreed in writing.
- 1.3. The Customer agrees to abide by these Terms and Conditions and accepts all charges set out therein and agrees to make payment of such amounts in accordance with these Terms and Conditions and the Quotation/ Invoice.
- 1.4. These conditions shall be deemed to be incorporated in all contracts for the sale of Goods and Services by Hotwire Heating to the Customer and will apply in place of and prevail over any terms or conditions contained or referred to elsewhere (including the Customer's terms and conditions of purchase) or implied by trade custom, practice or course of dealing.

## 2. Definitions

- 2.1. Collateral, Commingled Goods, Financing Statement and Financing Change Statement each have the meaning set out in the PPSA.
- 2.2. Credit Account means a specific agreement between Hotwire Heating and the Customer pursuant to which Hotwire Heating agrees to provide Goods and Services on credit to the Customer, including delayed payment terms.
- 2.3. Goods means all goods sold or otherwise made available to the Customer by Hotwire Heating.
- 2.4. GST means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999.
- 2.5. Invoice means a tax invoice rendered by Hotwire Heating to the Customer in respect of Goods and/or Services.
- 2.6. Premises means the premises/property of the Customer (or the end user of the Goods) at which the Goods and Services are delivered to or installed at.
- 2.7. PPSA means the Personal Property Securities Act 2009 (Cth).
- 2.8. Purchase Order means a purchase order for Goods and/or Services submitted issued by a Customer to Hotwire Heating.
- 2.9. Quotation means the quotation prepared by Hotwire Heating in respect of the Customer's instructions for the Goods and Services to be supplied by Hotwire Heating for the Customer.
- 2.10. Services means services supplied by Hotwire Heating (or its agents, contractors or third parties) to the Customer.



## 3. Installation Requirements

- 3.1. Hotwire Heating will provide an Installation Manual for the Goods upon delivery.
- 3.2. The Goods and the installation of the Goods requires the technical skills and qualifications of a licensed electrician.
- 3.3. The Customer (including its employees, contractors and agents) must not take any steps to install the Goods without reading the Installation Manual and shall ensure that the Goods are installed strictly in accordance with the Installation Manual by a licensed electrician.
- 3.4. Failure to install the Goods:
- 3.4.1. In accordance with the Installation Manual; and
- 3.4.2. By a licensed electrician, shall result in the voiding of all warranties, including statutory warranties in respect of the Goods, and Hotwire Heating shall have no liability or responsibility to the Customer (or the end user) in such circumstances.

## 4. Quotati

- 4.1. Hotwire Heating may supply a Quotation for Goods and Services at the request of the Customer.
- 4.2. The Quotation shall be valid for acceptance for a period from the date of issue as stated on the Quotation.
- 4.3. The Customer agrees and acknowledges that the Quotation is based on the Customer's stated requirements at the time of Hotwire Heating providing the Quotation. Any changes to the scope of Goods or Services shall invalidate the Quotation.

- 4.4. Hotwire Heating may vary the Quotation at any time in the event that there is an increase in the costs of materials or labour since the date of issue of the Quotation.
- 4.5. Quotations exclude costs and charges associated with:
- 4.5.1. Removal of replaced, excess or damaged materials and packaging from the installation Premises:
- 4.5.2. Removal of existing flooring at the Premises;
- 4.5.3. Preparation of the installation area at the Premises;
- 4.5.4. Provision for any site allowances that may be applicable to the carrying out of Services or installation of Goods;
- 4.5.5. Any variations to the scope of Goods and Services, design, additional Goods and Services or delays resulting in non-productive time:
- 4.5.6. Council Permits, Building Permits, Development Approvals or compliance with any other regulatory requirements, and the Customer shall pay to Hotwire Heating such reasonable costs and charges of Hotwire Heating associated with such circumstances in addition to amounts provided for in Hotwire Heating's Quotation or Invoice.
- 4.6. Quotations are based on the following assumptions:
- 4.6.1. Hotwire Heating requires an adequate area for the installation of wiring materials and assembly components;
- 4.6.2. For the safety of Hotwire Heating crews, site employees and other tradespersons, the installation area must be clear of obstruction, other parties and have unimpeded access; and 4.6.3. All normal site services in addition to the above will be available, including toilets, first aid and washing facilities.
- 5. Acceptance of Quotation/Purchase Order



- 5.1. The Quotation may be accepted by the Customer in writing to Hotwire Heating by way of email or submission of a purchase order by the Customer.
- 5.2. The Purchase Order provided by the Customer shall constitute the Customer's agreement to acquire the Goods and/or Services from Hotwire Heating as stated in the Purchase Order, at Hotwire Heating's current pricing rates, and constitutes acceptance of these Terms and Conditions by the Customer.
- 5.3. Upon acceptance of the Quotation or submission of the Purchaser Order (whichever is applicable) the Quotation/Purchase Order shall be binding on the Customer and the Customer shall not be entitled to withdraw acceptance or refuse to proceed with the Goods and Services.
- 5.4. The Customer agrees to pay to Hotwire Heating the amounts set out in the Quotation/ Invoice, plus any additional amounts/Invoices charged in accordance with these Terms and Conditions, and any other amounts as agreed by the parties from time to time.
- 5.5. The Customer agrees that by accepting the Quotation or submitting the Purchaser Order (whichever is applicable), the Customer entrusts and authorises Hotwire Heating to supply the Goods and Services in such fashion and manner as determined by Hotwire Heating, having regard to Hotwire Heating's professional judgement. The Customer accepts and agrees that it shall not interfere with the manner in which the Goods and Services are supplied, and Hotwire Heating shall have complete control over the carrying out and completion of the Goods and Services, including the engaging of any third parties to assist with the provision Goods and Services or any part thereof.

5.6. The Customer may vary the Goods or Services and the scope of same, by agreement with Hotwire Heating. Hotwire Heating shall not be bound to accept such variations. The Customer shall indemnify Hotwire Heating for any additional costs incurred by Hotwire Heating should the Customer vary the scope of the Goods and Services to be provided.

## 6. Payment

- 6.1. The Customer without an approved Credit Account with Hotwire Heating shall make payment to Hotwire Heating for all Goods and Services as follows:
- 6.1.1. For the supply of Goods only (without installation services being supplied by Hotwire Heating), payment to be made at the time the Quotation/Purchase Order is accepted; or 6.1.2. For the supply of Goods and Services, payment to be made
- 6.1.2.1. 50% of the Goods and Services at the time of the Customer accepting the Quotation/ Purchase Order; and
- 6.1.2.2. 50% of the Goods and Services upon completion of the installation Services, However, in no circumstances, shall payments exceed 21 days after the date upon which Hotwire Heating issues an Invoice to the Customer.
- 6.2. Payment terms for Customers with an approved Credit Accounts are 30 days from the end of the calendar month in which the Goods and Services were invoiced by Hotwire Heating to the Customer.
- 6.3. The Customer acknowledges that time is of the essence with regard to payment and that notwithstanding any terms and conditions of payment provided for in the Customer's terms and conditions or the Customer's business, the provisions of Hotwire Heating's Terms and Conditions herein override and apply to the exclusion of those of the Customer.



- 6.4. If payment remains outstanding beyond Hotwire Heating's payment terms as outlined in Clause 6.1 and 6.2 above, the Customer hereby agrees:
- 6.4.1. To pay interest on all amounts outstanding from the due date until the date of payment at a rate equal to 2% above the rate set out in Section 2 of the Penalty Interest Rates Act as varied from time to time; and 6.4.2. To pay any costs and disbursements incurred by Hotwire Heating in pursuing recovery of any amounts due to Hotwire Heating from the Customer, including legal costs on an indemnity basis and any collection agency costs, and an administration fee equal to 1% of the balance outstanding.
- 6.5. Hotwire Heating may at its discretion require a payment to be paid by the Customer in respect of any additional Goods and Services required or requested outside the scope of the Purchase Order/Quotation/Invoice. Such deposits are payable within 3 days of request being made by Hotwire Heating to the Customer. Hotwire Heating reserves the right to halt supply of Goods and Services until such time as the additional payment is forthcoming.
- 6.6. In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by Hotwire Heating.

## 7. Delivery

- 7.1. Hotwire Heating may refuse to deliver any Goods or Services ordered by the Customer if any monies are owing by the Customer to Hotwire Heating and are beyond Hotwire Heating's payment terms set out in Clause 6 above.
- 7.2. Hotwire Heating's responsibility for delivery ceases at either (as applicable):

- 7.2.1. The point of collection of the Goods from Hotwire Heating's premises by the Customer (or its agent); or 7.2.2. The point at which the Goods are lodged with the carrier for delivery.
- 7.3. Any period or date for delivery stated by Hotwire Heating is intended as an estimate only and is not a contractual commitment. Hotwire Heating will use its best endeavours to meet any estimated delivery dates but in no circumstances whatsoever will Hotwire Heating be liable for any loss or damage suffered by the Customer or any other person for failure to meet an estimated delivery date.
- 7.4. The Customer will take any action necessary on its part for timely delivery of the Goods or facilitating Hotwire Heating installing the Goods (where required). Hotwire Heating will not be liable for any loss or damage suffered by the Customer as a result of the Customer failing to provide the necessary access and personnel to accept the Goods at the agreed delivery point.
- 7.5. Hotwire Heating shall not be held liable for any damage or destruction to Goods which are transported from Hotwire Heating's premises by the Customer or a third party.

## 8. Claims and Returns

- 8.1. Hotwire Heating shall not be liable for any cost, damage, liability or other loss incurred or suffered by the Customer (or end user) in respect of the following matters relating to the Goods, or in Hotwire Heating supplying and installing the Goods and Services:
- 8.1.1. Matters arising from the Customer's failure to install the Goods as set out in the Installation Manual;
- 8.1.2. Matters arising from the Goods not being installed by a licenced electrician;



- 8.1.3. Matters arising from the Customer's failure to order/install the necessary amount of Goods (unless such amount has been determined by Hotwire Heating at the request of the Customer); and
- 8.1.4. Failure to complete the Hotwire Element Testing process, as set out in the Hotwire Heating Element Booklet.
- 8.2. The Customer shall indemnify Hotwire Heating for all costs incurred when the Goods are manufactured exclusively to the Customer's specifications. Orders for such Goods cannot be cancelled and payment must be made by the Customer for same in accordance with these Terms and Conditions.
- 8.3. Returns of Goods will not be accepted unless:
- 8.3.1. Prior authorisation has been given by Hotwire Heating, at Hotwire Heating's absolute discretion;
- 8.3.2. The Goods are accompanied by appropriate documentation which stipulates the invoice number, the Customer name and address and the reasons for return; and 8.3.3. The Goods are faulty by reason only that the quality of the materials used for the construction of the Goods or the manufacturing process was defective.
- 8.4. Return of Goods accepted by Hotwire Heating under Clause 8.3 shall be subject to anadministrative fee equal to 15% of the Invoice amount. The balance of the Invoice amount will be refunded to the Customer within 14 days.
- 8.5. Hotwire Heating accepts no liability:
  8.5.1. For defects caused by the Customer's (or their agent's) installation of the Goods and by failing to follow the Installation Manual;
  8.5.2. If the Goods have been modified or repaired;

- 8.5.3. If the Goods have not been used stored, or maintained as recommended by Hotwire Heating; or
- 8.5.4. Where the Customer has failed to observe the terms of the payment for the Goods or any other obligation imposed by these Terms and Conditions.
- 8.6. It is the responsibility of the Customer to check each delivery to ensure that the delivery is complete and in good condition. The Customer will be deemed to have accepted the Goods as being in accordance with its order and received in good condition unless it notifies Hotwire Heating in writing of any claim within 7 days of receipt of the Goods.
- 8.7. Hotwire Heating will not accept a return of Goods unless the Goods are defective and if so, Hotwire Heating's liability is limited, to the extent permitted by law, to:
- 8.7.1. The replacement of any defective Goods or a refund for the purchase price of any Goods (at the election of Hotwire Heating); or
- 8.7.2. The resupply of any defective Services.
- 8.8. No return of Goods shall be accepted unless the returned Goods are in their original condition. The Customer is responsible for any freight or delivery costs to return Goods to Hotwire Heating unless otherwise agreed.

## 9 Insurance

- 9.1. Where Hotwire Heating has been contracted to install the Goods, Hotwire Heating will obtain all relevant/required insurances prior to the commencement of supply and installation of Goods and Services, including a full suite of Work Cover and Public Liability insurances.
- 10. Designs and Specifications



- 10.1. All drawings, designs, specifications and particulars of weight, dimensions and any figures of statements as to the performance of the Goods supplied by Hotwire Heating are intended merely to describe the Goods generally. Hotwire Heating gives no warranty as to accuracy and they are not to be regarded as a warranty, representation or contractual term unless expressly so stated by Hotwire Heating in writing.
- 10.2. Hotwire Heating shall retain ownership and intellectual property rights to any drawings and specifications created for the Goods and Services and grants to the Customer a nonexclusive license for use of the drawings and specifications strictly limited to the undertaking of the Goods and Services at the Premises by Hotwire Heating and its contractors.

## 11 Termination

- 11.1. Hotwire Heating may terminate these Terms and Conditions at any time prior to the commencement of supply of the Goods and Services, by notice in writing.
- 11.2. Hotwire Heating may terminate these Terms and Conditions and the supply of the Goods and Services immediately upon:
- 11.2.1. The Customer becoming bankrupt, insolvent, entering into administration/ receivership/liquidation/ management/ an act of bankruptcy; or
- 11.2.2. The Customer endangering the safety of Hotwire Heating, its agents, employees, contractors or third parties in any way.
- 11.3. Hotwire Heating may terminate these Terms and Conditions and the supply of the Goods and Services by 7 days' notice in writing upon:
- 11.3.1. Any money payable to Hotwire Heating becoming overdue, including deposits or additional payments; or

- 11.3.2. The Customer otherwise breaching any term of these Terms and Conditions or the Quotation/Invoice.
- 11.4. The Customer may not terminate these Terms and Conditions, the Quotation/Purchase Order or the purchase of Goods and Services once Services have commenced or Goods have been ordered by Hotwire Heating.
- 11.5. In the event that the Customer purports to terminate the Goods and Services at any time after the Quotation/Purchase Order is accepted or in circumstances where Hotwire Heating has incurred disbursements and costs or purchased materials for the Goods and Services, the Customer shall be liable to Hotwire Heating for payment of the disbursements or costs incurred by Hotwire Heating, in addition to forfeiture of any payments made by the Customer.
- 11.6. Hotwire Heating shall not be liable for any loss or damage or consequential loss or damage whatsoever arising from termination of these Terms and Conditions, the Quotation/Purchase Order or the Goods and Services.
- 11.7. The Customer shall be liable to Hotwire Heating for any loss or damage or consequential loss or damage whatsoever arising from termination of these Terms and Conditions, the Quotation or the Goods and Services, including payment of the full amount that would have been due to Hotwire Heating have the Goods and Services been completed.

## **12. PPSR**

- 12.1. Title to the Goods and Services does not pass from Hotwire Heating to the Customer until such time that the Goods and Services have been paid for in full by the Customer.
- 12.2. The Customer hereby charges all of its real and personal property whether currently



owned or after acquired by the Customer, with its indebtedness to Hotwire Heating. The Customer authorises and consents to Hotwire Heating placing any form of encumbrance over such property.

- 12.3. The Customer acknowledges that these Terms and Conditions will constitute a security agreement which creates a security interest in favour of Hotwire Heating over all present and after acquired Goods and/or Services supplied by Hotwire Heating to the Customer to secure the payment of all amounts due to Hotwire Heating from time to time.
- 12.4. The Customer acknowledges that by accepting these Terms and Conditions and the Quotation, and by virtue of the retention of title clause as provided for in Clause 12.1, the security interest is a purchase money security interest (PMSI) as defined under Section 14 of the PPSA for all present, after acquired Goods and/or Services including any Commingled Goods.
- 12.5. The security interest will continue to apply as an interest in the Collateral for the purposes of PPSA with priority over registered or unregistered security interest.
- 12.6. Hotwire Heating may register the security interest as PMSI on the Personal Property Securities Register (PPSR) under the PPSA without providing further notice to the Customer, where applicable. In respect of circumstances in which Hotwire Heating supplies only Services to the Customer, the Customer agrees that Hotwire Heating is entitled to register a security interest on the PPSR either as an "All present and after acquired property (All-PAAP) no exceptions" security interest or over the goods to which Hotwire Heating supplies services as "Other goods" security interest.
- 12.7. The Customer agrees Hotwire Heating is

not required to disclose information pertaining to Hotwire Heating's security interest to an interest party unless required to do pursuant to PPSA or under the general law.

- 12.8. The Customer agrees and undertakes: 12.8.1. To sign any documents and/or provide further information reasonably required by Hotwire Heating to register a Financing Statement or Financing Change Statement on the PPSR;
- 12.8.2. To indemnify Hotwire Heating for all expenses and/or costs incurred by Hotwire Heating in registering a Financing Statement or Financing Change Statement on PPSR including the costs of amending, maintaining, releasing and enforcing any security interests in the Goods:
- 12.8.3. Not to register and/or make a demand to alter a Financing Statement in the Collateral without prior written consent of Hotwire Heating;
- 12.8.4. To provide Hotwire Heating with 7 days written notice of any change or proposed change to the Customer's name, address, contact details or other changes in the Customer's details registered on the PPSR; 12.8.5. To waive any rights of enforcement under Section 115 of the PPSA for Collateral not used predominantly for personal, domestic or household purposes; and
- 12.8.6. To waive any rights to receive Verification Statement in respect of any Financial Statement or Financing Charge Statement under Section 157 of the PPSA.

## 13. Warranties

13.1. If the Goods are supplied to a consumer (as defined in the Australian Consumer Law) then the Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any reasonably foreseeable loss or damage. The Customer is



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.

- 13.2. Further information regarding warranties can be found at: https://www.hotwireheating.com.au/warranty/
- 13.3. All warranties whether express or implied and whether statutory or otherwise with regard to the Goods and Services supplied by Hotwire Heating as to quality, fitness for purpose or any other matter are hereby excluded except in so far as any such warranties are incapable of exclusion at law, and the liability of Hotwire Heating is limited to the extent permitted under Section 64A of Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 13.4. In respect warranties for non-consumers (per the definition of "consumer" contained in the Competition and Consumer Act 2010 (Cth), Hotwire Heating hereby limits the extent of such warranties (subject to these Terms and Conditions) to:
- 13.4.1. For Goods that are defective or not of acceptable quality: To replacement of the Goods, at the cost of Hotwire Heating, or refund of the purchase price, at the election of the Hotwire Heating; and
- 13.4.2. For Services that are not rendered with due care and skill, or are not fit for purpose: To resupply of the Services, at the cost of Hotwire Heating.

## 14. Miscellaneous

- 14.1. These Terms and Conditions can only be amended with the written consent of Hotwire Heating.
- 14.2. Hotwire Heating may license or subcontract all or any part of its rights and obligations hereunder.

- 14.3. Hotwire Heating hereby excludes liability to the Customer for any loss, cost or damage of any kind arising out of or as a consequence of its failure to perform or complete the Goods and Services by reason of matters beyond Hotwire Heating's control and which it could not have reasonably foreseen at the date of the Quotation.
- 14.4. Where there are multiple Customers, each Customer is jointly and severally liable in full for all obligations under these Terms and Conditions and the Quotation/Invoice.
- 14.5. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 14.6. The Customer shall have no right of setoff in any suit, claim or proceeding brought by Hotwire Heating against the Customer for default in payment.
- 14.7. These Terms and Conditions and the Quotation/Invoice are deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate courts of the State of Victoria.

To claim on this Warranty contact:

**Turnkey International Pty Ltd** (ABN 36 086 830 766) trading as HotwireHeating

Factory 1 / 7-9 Newcastle Rd Bayswater Vic 3153

Telephone: 1300 468 947

Email: info@hotwireheating.com.au



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