

General

Ultraspin Technology Pty Ltd offers the Goods, as may be detailed in a Quotation, on these Terms and Conditions.

1. Definitions and Interpretation

1.1 In this Contract:

- (a) Company means Ultraspin Technology Pty Ltd (ABN 53 101 873 250).
- (b) 'Purchaser' means any purchaser of Goods from the Company.
- (c) 'Contract' means the agreement created in accordance with clause 2.
- (d) 'Consequential Loss' means loss or damage arising from breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation, the following:
 - (i) Loss of profits;
 - (ii) Loss of revenue;
 - (iii) Loss of production;
 - (iv) Loss or denial of opportunity;
 - (v) Loss of access to markets;
 - (vi) Loss of goodwill;
 - (vii) Loss of business reputation, future reputation or publicity;
 - (viii) Damage to credit rating;
 - (ix) Loss of use; and
 - (x) Indirect, remote, abnormal or unforeseeable loss; or any similar loss whether or not in the reasonable contemplation of the parties at the time of the execution of the Contract.
- (e) 'Goods' means the goods or rendering of a service the subject of the Contract.
- (f) 'Insolvency Event' means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act 2001) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act 2001 to have failed to comply with a statutory demand, being unable to pay its debts as and when they fall due or otherwise insolvent, the taking of any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act 2001), entering into a compromise or arrangement with, or assignment for the benefit of, any of its creditors, or any analogous event. However, a compromise or arrangement is not an Insolvency Event if it does not prejudice the interests of any creditors.
- (g) 'Notice' means a notice in accordance with clause 23.
- (h) 'Price' has the meaning stated in clause 3.
- (i) 'Quotation' means Company quoted price for Goods.
- (j) 'Force Majeure Event' includes;
 - (i) Any natural disaster, lightning, earthquake or other act of God;
 - (ii) War, terrorist act, riot, insurrection or civil commotion;
 - (iii) Fire or explosion; or
 - (iv) Industrial or other action beyond the control of the Company.
- (k) 'Warranty' has the meaning stated in clause 10.
- (l) 'Order' means the Purchasers offer to the Company to purchase the Goods;
- (m) 'Transaction Tax' means any governmental tax, duty or other charge and includes, without limitation, the goods and services tax (GST) any applicable Value Add Tax (VAT) and any identified or new transaction taxes that come into existence after the date of this Contract.

1.2 Headings are for convenience only and do not affect interpretation.

2. Contract, Order, Acceptance and Application

- 2.1 If the Purchaser places an Order, accepts delivery of the Goods, makes any payment in respect of the Goods or performs any obligation under this Contract, the Purchaser shall be taken to have agreed to and accepted the terms of this Contract.
- 2.2 Trade custom and/or trade usage is superseded by the Contract and are not applicable in the interpretation of the Contract.
- 2.3 The Contract constitutes the entire agreement between Purchaser and the Company and supersedes and will prevail over all prior discussions, representations, negotiations, proposals and correspondence in relation to the sale, purchase, delivery and supply of the Goods.
- 2.4 To the extent permitted by law any prior representations, agreements and arrangements, including representations as to the suitability of the Goods, and any descriptions, illustrations and material contained in any advertisement, catalogue, price list or brochure are excluded from, and do not form part of, this Contract unless specifically stated in this Contract to the contrary.
- 2.5 All specifications, drawings, and particulars of including but not limited to, weight and dimensions of the Goods are approximate only. Unless the accuracy of such specifications, drawings, and particulars of the Goods has been confirmed by the Company to the Purchaser in writing in respect of a particular Order, the Purchaser cannot claim against the Company for any deviation in specifications, drawings and particulars.
- 2.6 This Contract, which may only be waived in writing signed by Company, will prevail over all conditions of Order to the extent of any inconsistency.
- 2.7 The Contract may only be varied by agreement in writing.

3. Quotations and Price

- 3.1 If the Company does not withdraw a quotation, then it is valid for acceptance for the period on the quote. If no period is stated on the quotation, then it is valid for a period of 30 days from the date of the quotation.
- 3.2 Any Quotation by the Company may be withdrawn or altered by the Company without notice.
- 3.3 The Price of the Goods:
 - (a) Is the amount, confirmed by the Company, that the Purchaser is required to pay to the Company to purchase the Goods;
 - (b) Excludes the cost of carriage;
 - (c) Includes the cost of normal Company packaging;
 - (d) Unless otherwise stated in writing is Transaction Tax exclusive.
- 3.4 Any price concession or discount the Company provides to the Purchaser is conditional on the Purchaser's full compliance with this Contract.
- 3.5 Where a Transaction Tax applies to any supply made under the Contract, Company may recover from Purchaser an additional amount on account of that Transaction Tax.

4. Performance

- 4.1 Any performance figures given in relation to the Goods given to the Purchaser by the Company are estimates only. The Company is not liable to the Purchaser or any other person for any loss or damage, including any Consequential Loss or damage, in connection with a failure of any Goods to attain such figures, unless the Company gives a written guarantee in relation to such figures for this Order.

5. Payment for Goods

- 5.1 The Purchaser agrees to accept and pay for the Goods in accordance with this Contract.
- 5.2 Unless specifically agreed by the Company in writing in relation to this Order, payment of any invoice issued by the Company must be made in full within 14 days of invoice date or prior to dispatch whichever occurs sooner (the Due Date).
- 5.3 Payment in full on or before the Due Date is a condition precedent to future deliveries and services under this Contract or any other contract between the Purchaser and the Company.
- 5.4 Without prejudice to any other right or remedy the Company may have, it may charge the Purchaser on any overdue amounts payable by the Purchaser to the Company, interest at the rate of 2% per month on the amount overdue from the period Due Date until payment is made in full.
- 5.5 The Purchaser indemnifies the Company for any expenses incurred by the Company in enforcing the Companies' rights against the Purchaser under this Contract and will reimburse the Company as a debt due and payable for such expenses when requested to do so by the Company.
- 5.6 Purchaser must not, and is not entitled to withhold payment of any invoice by reasons of set off, counter claim, retention for completion of the Contract, or otherwise.
- 5.7 If the Purchaser provides Company with Purchasers credit card details, the Purchaser is deemed to have authorised the Company to charge all amounts to that credit card, and to disclose Purchasers credit card details to, and obtain information from, any relevant financial institution to verify the credit card details. Purchaser authorises Company to verify there are adequate funds available to satisfy amounts due under the Contract.
- 5.8 If the Purchaser becomes, or is in danger of becoming the subject of an Insolvency Event, the Company may:
 - (a) Repossess any Goods in the Purchasers possession, custody or control wherever located for which full payment has not been made; and
 - (b) Offset any payments owed by the Purchaser to the Company against any moneys owed by the Company to the Purchaser.
- 5.9 Time of payment is of the essence of the Contract.

6. Default

- 6.1 If the Purchaser:
 - (a) fails to pay any amounts due under the Contract;
 - (b) defaults in the performance of any of Purchasers obligations under the Contract;
 - (c) is a company, and the Purchaser becomes an externally administered body corporate within the meaning of section 9 of the Corporations Act, or pass a resolution to wind up; or
 - (d) is an individual, and the Purchaser commits an act of bankruptcy, then in addition to and without prejudice to any rights Company may have at law:
 - a) the Purchaser will be in breach of the Contract and Company will be entitled to treat the whole of the Contract, and any other contract between Purchaser and Company, as repudiated;
 - b) the Company may refuse to supply Goods to Purchaser; and
 - c) the Company will be entitled to claim return of the Goods in Purchasers possession where title has not passed to Purchaser.

7. Packing and inspection

- 7.1 The Price does not include the cost of carriage from the premises of the Company to the Purchaser unless otherwise agreed in writing between the Purchaser and the Company.
- 7.2 The Purchaser must bear all carriage costs and insurance.
- 7.3 The Price includes standard packaging unless otherwise agreed in writing between the Purchaser and the Company.
- 7.4 Unless otherwise specified in writing by the Company in relation to this Order the Purchaser agrees to pay the Company for any additional costs associated with any special packing and packing materials used in relation to the Goods.

- 7.5 The Purchaser may inspect and test the Goods at the premises of the Company or at other premises with the prior written approval of the Company to verify any of the estimated performance figures. The Purchaser must bear the costs of the inspection and any tests except to the extent that inspection or testing is expressly included in the Price.
- 7.6 If requested by the Company the Purchaser must sign, and ensure that the Purchaser's representatives or any third party attending Companies premises on Purchasers behalf signs, a deed of confidentiality in a form required by Company.

8. Delivery & Acceptance

- 8.1 Delivery is taken to occur when:
- The Company notifies the Purchaser that the Goods are available for collection at the premises of the Company, or the premises of its nominee; or
 - The Company dispatches the Goods at the direction of the Purchaser; or
 - Whichever is the earliest.
- 8.2 The Purchaser must provide the Company with adequate delivery instructions for the Goods no later than 7 days after the Company informs the Purchaser that the Goods are ready for collection. The Company may charge the Purchaser a reasonable storage and/or administration fee in relation to Goods held by the Company for more than 14 days. The Purchaser must pay the charges under this clause specified by the Company when asked to do so as a debt due and payable. Any Goods stored by the Company on behalf of the Purchaser are at the Purchaser's risk.
- 8.3 The Company must use its best endeavours to deliver the Goods within the time agreed with the Purchaser or if no such time is agreed, then at the Company's reasonable discretion.
- 8.4 The delivery time is an estimate only and the Company shall not be responsible for any loss or damage suffered as a result of the failure to meet any delivery date, whether agreed to by the parties to this Contract or otherwise. The Purchaser shall not be relieved of performance because of the Company's failure to meet any estimated delivery dates.
- 8.5 All export orders are delivered, Ex Works, which expression has the meaning assigned to it by the current version of Incoterms.
- 8.6 If by any reason of any event beyond the reasonable control of the Company, including any Force Majeure Event, the delivery of the Goods becomes impracticable or impossible in the Company's opinion, the Company may terminate this Contract by Notice to the Purchaser. In these circumstances, the Purchaser must pay to the Company any unpaid amounts in relation to such Goods (including any variation thereof) that were actually delivered.
- 8.7 If the Purchaser does not accept delivery of the Goods or if Purchaser fails to make provision for the Goods ordered when the Goods are ready for delivery or supply, the Purchaser will be liable for additional charges at Company's then current rates for storage and/or double handling.
- 8.8 The Purchaser must ensure that it has a representative available at the time of delivery to acknowledge delivery by signing a delivery receipt. If the Purchaser, or Purchasers representative, is not in attendance when the Goods are delivered, the Company reserves the right to unload the Goods at the Purchasers risk.
- 8.9 The Company will not be responsible for any claim arising from or in any way relating to the unloading of the Goods.
- 8.10 If the Company or any of its employees, agents or contractors, enter upon the Purchasers premises at Purchasers request, whether actual or implied, the Company will not accept any responsibility for any damage suffered by the Purchaser, its officers, employees, agents or contractors or to Purchasers property.
- 8.11 If a vehicle engaged in the delivery of the Goods to Purchasers property is disabled due to the condition of Purchasers property, the Purchaser will be liable for the cost of salvaging the vehicle. The Purchaser must indemnify the Company and our officers, employees, agents and contractors (those indemnified) against any loss or damage suffered by those indemnified arising from their entry onto Purchasers property in performance of the Contract.
- The Purchaser will inspect all Goods as soon as reasonable after delivery.
 - Unless notified in writing beforehand, Acceptance is deemed to have occurred 14 days following Delivery.

9. Risk and Title

- 9.1 The Title in the Goods passes to the Purchaser on payment by the Purchaser of the Price in full. Where the purchaser has not paid the Company the Price in full, the Purchaser agrees to hold the Goods as a fiduciary for the Company.
- All goods remain the property of the Company until receipt of all monies owing by the Purchaser to the Company.
 - Until all monies owing by the purchaser to the Company have been paid the Purchaser shall hold the goods as bailed for the Company and as fiduciary agent for the Company. The Purchaser shall store the Goods separately from other goods so as to render them capable of separate identification.
 - If the purchaser re-sells the Goods or any part of them before receipt by the Company of all monies owing by the Purchaser to the Company, the Purchaser shall account to the Company as soon as practical after depositing such proceeds.

- If the Purchaser defaults in payment for the goods by the Due Date for such payment then, until receipt by the Company of all monies owing by the Purchaser to the Company, the Purchaser hereby authorises Company by itself, its agent representatives at all reasonable times, without notice, to enter upon and for any necessary time to remain upon the place where the Goods are situated and remove the Goods and the Purchaser will indemnify the Company against any action or demand arising out of exercise by the Company of its powers under this sub-clause.
 - This clause remains effective even in the event that the Goods become fixtures.
 - The Purchaser may, sell and deliver the Goods as the Company's fiduciary to a third party in the ordinary course of the Purchaser's business provided that:
 - where the Purchaser is paid by the third party for the Goods, the Purchaser shall account to the Company in respect of the payment in accordance with the Purchaser's fiduciary obligations; and
 - where Purchaser is not paid by the third party the Purchaser agrees to assign to the Company its claim against the third party upon receiving the Company's written request to the effect.
- 9.2 Notwithstanding clause 9.1 above, risk in the Goods passes to the purchaser from the first occurrence of:
- the passing of title in the Goods to the Purchaser;
 - the physical delivery of the Goods to the Purchaser;
 - the time when the Goods have been dispatched from the premises of the Company or placed on a carrier which is to effect delivery of the Goods from the Company to the Purchaser, where the carrier has been nominated, arranged or retained by the Purchaser' or
 - the time when the Goods arrive at the premises of the Purchaser (prior to being taken off the carrier) where the carrier which is to effect delivery of the Goods from the Company to the Purchaser has been nominated, arranged or retained by the company; or
 - if Goods are stored by the Company in excess of 14 days on behalf of the Purchaser in accordance with Clause 8.2.
- 9.3 The Company is not liable for any loss or damage or deterioration of the Goods after risk in the Goods has passed to the Purchaser.

10. Company Warranty

- 10.1 The Company gives the Warranty contained in Schedule 1 in respect of the Goods (the Warranty).
- 10.2 If any condition or warranty is implied in the Contract by the Trade Practices Act 1974, or any similar legislation of any State or Territory of Australia, and that legislation prohibits the exclusion, restriction or modification of such condition or warranty then the Company Warranty will be deemed to be in addition to and will in no way limit, vary or exclude the rights granted to the Purchaser by virtue of such legislation.
- 10.3 Subject to this clause:
- The Company does not make any promise, for example, that any part or repair facility in respect of the Goods will be available at any time or at any specified location, other than as expressly provided in the Warranty.
 - The Company will use its reasonable endeavours to make available to the Purchaser the benefit of any guarantee or Warranty given by the manufacture to the Company in respect of any Goods not manufactured by the Company.

11. Limitation on Liability

- 11.1 To the fullest extent permitted by law:
- The company is not liable for any loss or damage, however caused (including, but not limited to, by the negligence of the Company), suffered by the Purchaser or any other person in connection with:
 - this Contract;
 - the Goods;
 - any misrepresentation by the Company, its directors, officers, employees, agents and/or subcontractors; or
 - any statement by a third party accepted in good faith by the Company and repeated by it, in connection with Goods; and
 - all express and implied terms conditions, representations and warranties relating to the Goods (including without limitation all conditions or warranties as to the merchantability, quality, description, condition, safety, performance or fitness for the purpose of any of the Goods) are excluded.
- 11.2 The Company shall not be liable to the Purchaser or to any other person for any loss of profit or other economic loss, indirect, special, Consequential Loss, general or other similar loss or damage how so ever arising.
- 11.3 Nothing in this Contract is intended to exclude, restrict or modify any right which the Purchaser may have under the Trade Practices Act or any other legislation which cannot be excluded, restricted or modified by agreement.
- 11.4 The Company's liability to the Purchaser for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the Purchaser caused or contributed to that loss or damage including but without limitation where the Purchaser fails to use the Goods in accordance with any operating procedures or instructions provided by the Company.

12. Confidentiality

- 12.1 The parties agree that the Contract and any other information provided by one party to the other under the Contract will be and remain confidential between the parties and

the parties must not disclose the same, or permit or cause the same to be disclosed, either directly or indirectly, to any third parties unless:

- (a) prior approval in writing has been obtained from the other party;
- (b) disclosure is required by law; or
- (c) the information is in the public domain other than as a result of a breach of confidence.

13. Representations

13.1 Subject to subclause below, the Purchaser warrants that it has not relied on any representation made by the Company which has not been stated expressly in this Contract or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by the Company.

13.2 The Purchaser acknowledges that to the extent that the Company has made any representation which is not otherwise expressly stated in the Contract, the Purchaser have been provided with an opportunity to independently verify the accuracy of that representation.

14. Suspension and Termination

14.1 If the Purchaser:

- (a) defaults in any of its obligations under this Contract;
- (b) suspends or ceases to carry on business; or
- (c) is the subject of an Insolvency Event;

Then the Company may immediately upon notifying the Purchaser, do one or more of the following:

- (d) terminate this Contract or any contract between the parties to this Contract;
- (e) suspend the performance of any or all of its obligations under this Contract until the end of the period in which the Purchaser has suspended or ceased to carry on business;
- (f) demand immediate payment for any Goods:
 - (i) Already delivered or provided by the Company to the Purchaser for which payment in accordance with this Contract has not been received by the Company; or
 - (ii) ordered by the Purchaser but not yet provided by or on behalf of the Company /other than that contained in the Warranty.

14.2 The right of the Company provided for in clause 14.1 shall be without prejudice to any other rights the company may have against the Purchaser.

15. Warranty, Covenant and Indemnity by the Purchaser

15.1 The Purchaser warrants the accuracy of any specifications or information provided by the Purchaser.

15.2 The Purchaser covenants not to make any claim or commence any proceedings against any employee, director, agent or subcontractor of the Company in connection with this Contract including in connection with any misrepresentation by, or negligence of, them or the Company.

15.3 The Purchaser must indemnify the Company and any of its employees, directors, agents or subcontractors and hold them harmless in respect of a breach of clause 11.

15.4 If the Goods are manufactured to the design or specification of the Purchaser, the Purchaser warrants that the design, specification and Goods do not infringe any intellectual property right of the third party (such as patent, copyright, trademark or registered design) or other protection of any other person and comply with any applicable statute, statutory instrument or regulation.

15.5 In this clause, 'Working Documents' means engineering designs and drawings, structural drawings, construction drawings specifications or other documents together with any variation or site instruction.

- (a) The Company accepts no responsibility for the correctness of Working Documents prepared by the Purchaser or on Purchasers behalf by a third party.
- (b) Should errors occur as a result of Working Documents, the Purchaser will be liable for the cost of rectification.
- (c) The Purchaser indemnifies the Company against all claims and costs, liabilities and expenses incurred by the Company as a result of:
 - (i) Working Documents prepared by the Purchaser or a third party; or
 - (ii) any other documents provided by the Purchaser for the purposes of or in the course of the supply of the Goods breaching a third party's intellectual property rights.

16. Severance

16.1 If a provision of the Contract would, but for this clause, be unenforceable:

- (a) the provision must be read down to the extent necessary to avoid that result; and
- (b) if the provision can not be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of the Contract.

17. Lawful use of Goods

17.1 The Purchaser must acquaint itself with requirements of all relevant Government and statutory or other authority (including but not limited to, a manufacturers' technical, copyright and operational requirements) in relation to the Goods and to the application(s) to which the Goods are put.

18. Variation

18.1 Any variation of this Contract must be in writing and signed by a Director of the Company or the Company Secretary and refer expressly to the provisions being amended.

19. Governing Law and Jurisdiction

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19.1 This Contract is governed by the Laws of the State of Victoria and any dispute between the parties to this Contract in connection with the Contract is to be resolved in accordance with the laws of Victoria.

19.2 The Parties to this Contract irrevocably submit to the jurisdiction of the courts of Victoria in respect of all claims, proceedings and the matters arising out of or in connection with the Goods and this Contract.

19.3 So far as it is consistent with this Contract the Convention on Contracts for the international sale of Goods 1980 (sometimes known as the Vienna Convention) applies to any export order.

20. Assignment and Subcontracting

20.1 The Company may assign, sub-contract or sub let this Contract or the production, manufacture or supply of the whole or any part of the Goods without seeking the consent of the Purchaser.

20.2 The Purchaser must not assign its benefits or obligations under the Contract without the prior written consent of the Company. This consent must not unreasonably be withheld.

21. Waiver

21.1 Any waiver by the Company must be in writing signed by the Company.

21.2 Failure by the Company to enforce any right or remedy is not a waiver of any right or remedy, or a waiver in respect of continuing breach.

22. Intellectual Property Rights

22.1 No right or license is granted to the Purchaser under patent copyright, registered design or other intellectual or industrial property right or interest other than the right to install, operate or resell the Goods.

22.2 Copies of documents in relation to the Company or the Goods such as drawings, plans and specifications the Company submits to the Purchaser, remain the property of the Company. The Purchaser must treat the information contained in those documents as strictly confidential. The Purchaser must use the information contained in those documents only to install or operate the Goods. The purchaser must not use this information in any other way to the advantage of the Purchaser or the detriment of the Company.

22.3 By Purchasing the Goods, the Purchaser does not gain any licence or right under any of the Company's intellectual or industrial property such as a patent registered design, trademark or copyright or confidential information.

23. Notice

23.1 Any notice must be in writing and delivered by hand or sent by post, email or facsimile as follows:

- (a) if the Company, then to the registered office of the Company, as per the Corporations Act 2001; or
- (b) if the Purchaser, then as per the order details.

23.2 A Notice is regarded as giving by the sender and delivered by the addressee:

- (a) if the Notice is delivered by hand, when delivered to the addressee;
- (b) if the Notice is sent by post, on the 2nd business day following the date of postage or when delivered to the addressee, whichever occurs first;
- (c) if sent by facsimile, when the transmission is successfully completed (as reported by the sender's machine), unless the addressee informs the sender that the transmission is illegible or incomplete by telephone or Notice within 2 hours of the transmission being received; and
- (d) if sent by electronic mail, when the addressee opens the message (as reported by the sender's machine) unless the addressee informs the sender that the transmission is illegible or incomplete or corrupted by telephone or Notice within 2 hours of the transmission being received.

23.3 A Notice delivered or received:

- 1. on a day which is not a business day or after 4:00pm (recipient's time) is regarded as received at 9:00am on the following business day; and
- 2. before 9:00am (recipients time) on a business day it is regarded as received at 9:00am that day.

24. Privacy

24.1 The company may use and disclose to third parties personal information held by the Company, including information relating to the Purchaser's commercial dealing and transactions with the Company for reasons including :

- (a) arranging for the delivery of the Goods;
- (b) facilitation of the Company's internal business operation including fulfilment of any legal requirements;
- (c) credit reference checking and verification of the Purchaser's financing arrangements;
- (d) arranging or facilitating any warranty repairs or services; and
- (e) providing the Purchaser with information and promotional material about other products and services that may be of benefit to the Purchaser.

24.2 The Purchaser can request access at any time to personal information held by the Company, and the Company will process the request within a reasonable time. The Purchaser may ask the Company at any time to correct personal information held by the Company which the Purchaser believes incorrect. Access and correction requests will be granted in accordance with the Privacy Act 1988.

1. Definitions In This Schedule 1

Warranty period means the period of twelve months from the date of delivery of the Goods to the Purchaser.

Normal Wear and Tear means the gradual reduction in performance of Goods having regard to the age of the Goods and the nature and frequency of use of the Goods.

2. Service And Repair

2.1 Subject to clauses 3 and 4 of this Warranty, and in the absence of a third party manufacturer warranty, the Company agrees, in relation to any faulty workmanship or material defect in the Goods that are purchased by the Purchaser and reported by the Purchaser to the Company during the Warranty Period, to any one more of any the following:

- (a) in the case of Goods:
 - (i) to replace the Goods or the supply of equivalent Goods;
 - (ii) to repair of the Goods;
 - (iii) to pay the cost of replacing the Goods or of acquiring equivalent Goods
 - (iv) Or
 - (v) to pay the cost of having the Goods repaired

- (a) and in case of services:
 - (vi) to supply the services again; or
 - (vii) to pay the cost of having the services supplied again.

2.2 To avoid doubt, the Company has sole discretion as to implementation of anyone or more of the alternatives specified in clauses 2.1 (a) or 2.1 (b)

2.3 This Warranty does not cover anything which is not expressly included in the Warranty.

3. Exclusions

3.1 To the extent permissible by law, the Warranty does not cover;

- a) anything caused by or contributed to by:
 - (i) Normal Wear and Tear and the gradual reduction in operating performance of the Goods;
 - (ii) the company being the subject of Force Majeure Event;
 - (iii) an accident, abuse or neglect of a person other than of the Company;
 - (iv) vandalism, power outages, surges, inadequate or improper voltage or current or use and installment of Goods contrary to any instruction;
 - (v) repair or modification of the Goods carried out:
 - a. without the proper written consent of the Company; or
 - b. by person other than the Company or its agent;
 - (vi) costs of removal, reinstallation, transportation, re-commissioning or shaping of the Goods
 - (vii) Damage occurring during transportation, freight, installation of the Goods or while moving the Goods;
 - (viii) any criminal, deliberate, willful, dishonest or fraudulent act, error or omission of the Purchaser;
 - (ix) any breach by the Purchaser of law or regulatory requirement;
 - (x) any defect or faulty workmanship in relation to the Goods;
 - a. not notified to the Company within the Warranty Period; or
 - b. where the Purchaser continues to use the Goods after the Purchaser knew or discovered or ought reasonably to have known or discovered the defect faulty workmanship.

4. Warranty Claims

4.1 If the Purchaser wishes to lodge a claim under this Warranty in relation to the Goods, then the Purchaser must notify the Company immediately and during the Warranty Period, Further information regarding the Warranty claim procedure can be obtained by contacting the Company.

- 4.2 The Company may, under this Warranty, direct that the Purchaser returns the Goods to:
- a. the location from which the Goods were originally dispatched to the Purchaser; or
 - b. another location, providing that the cost of returning the Goods to such a location does not exceed the cost of returning the Goods to the location from which the Goods were originally dispatched to the Purchaser.

4.3 Where the Company directs the Customer under clause 4.2 of this Warranty, the Customer must return the Goods in accordance with such direction.

4.4 The Warranty extends only to consumers who purchase the Goods for use in one of the countries or areas where we have Warranty coverage.

4.5 The Purchaser must pay for any parts or labour charges not covered by the Warranty.

4.6 This Warranty forms part of and is to be read in conjunction with the Contract.