

## **1. STANDARD WARRANTY**

- 1.1 Supplier warrants to the Purchaser that Supplier fabricated products and assemblies against defects in workmanship under intended and proper use, with appropriate service and maintenance, for a period of 12 months from the date of delivery.
- 1.2 The Supplier warranty provided for herein are the sole and exclusive warranties provided to Purchaser by Supplier and are in lieu of all other warranties, express or implied.
- 1.3 Whilst equipment and parts manufactured by third parties are not covered by the Supplier warranties, the Supplier will, if reasonably possible, extend to Purchaser any warranty to which the Supplier is entitled from third party manufacturer or supplier, inclusive of coating and surface treatment.
- 1.4 The Supplier shall not be liable for Goods which have not been stored, installed or used in a proper manner.
- 1.5 Any Goods requiring rectification are to be returned in as good condition as is reasonably possible in the circumstances.
- 1.6 Supplier warranty on Goods is non-transferable unless agreed in writing by the Supplier.
- 1.7 The warranty provided shall be void and non-applicable if the Buyer is in default under any terms of payment under the contract of purchase.
- 1.8 The Purchaser shall inspect the Goods prior to or upon delivery and shall within 48 hours of delivery notify the Supplier in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote.
- 1.9 Upon notification of delivery as per item 1.8, the Purchaser shall allow the Supplier to inspect the Goods within a reasonable time following notification.
- 1.10 If the Purchaser fails comply with these provisions 1.8 and 1.9, the Goods shall be presumed to be in accordance with the contract and free from any damage or defect.
- 1.11 Where the Supplier has agreed in writing that the Client is entitled to reject the Goods, the Supplier's liability is limited to either (at the Supplier's sole discretion) replacing the Goods or repairing the Goods.
- 1.12 Where Supplier provides goods ex works on Purchaser provided transport or Supplier delivers Goods, Purchaser shall be responsible for all costs associated with warranty associated transport (to and from Suppliers facility), removal and replacement costs including disconnection, reconnection, craneage and access, costs associated with labour premiums for works outside of normal business and working hours and any reasonable Supplier incurred costs as a result of a claim that is ultimately non-Warranty related.
- 1.13 By agreement between Purchaser and Supplier, warranty works may be undertaken in situ where both parties agree this approach to be a best for overall business approach, however the costs borne by the Supplier shall be no more than those reasonably anticipated via the Warranty works being undertaken as contemplated under item 1.12.
- 1.14 This Warranty agreement can only be varied as agreed in writing by both parties.