AUTOMATION INNOVATION WARRANTY STATEMENT

WARRANTY

Automation Innovation Pty Ltd (ACN 130 259 479) (Automation Innovation) warrants that, subject to the exclusions and limitations below, all products supplied by it (Products) will conform to the manufacturer's general standards of quality of materials and workmanship under normal use and service, and will be free from defects in materials and workmanship for a period of 12 month (Warranty Period).

If a defect appears in Automation Innovation's manufacture or assembly of the Product before the end of the Warranty Period and Automation Innovation finds the Product to be defective in materials or workmanship, Automation Innovation will, in its sole discretion, either:

- replace or repair the Product or the defective part of the Product free of charge; or
- cause the Product or the defective part of the Product to be replaced or repaired by a qualified repairer free of charge

(together referred to as Warranty Work).

Automation Innovation reserves the right to replace defective parts of the Product with parts and components of similar quality, grade and composition where an identical part or component is not available. Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

During the process of repair, some or all of your stored data may be lost. Please ensure that you have saved this data elsewhere prior to repair.

WARRANTY CLAIMS

- 1. Any warranty claim must be accompanied by:
 - (a) proof of purchase; and
 - (b) full details of the alleged defect.
- 2. The customer must make the Product available to Automation Innovation or its authorised repair agent for inspection and testing. If such inspection and testing finds no defect in the Product, the customer must pay Automation Innovation's reasonable costs of service work and testing.
- 3. The customer must, if requested by Automation Innovation, send any defective part/s, freight paid, to the location nominated by Automation Innovation. Automation Innovation will return the refurbished or replaced part to the customer's location, freight forward.
- 4. Unless otherwise agreed, all Warranty Work will be carried out only during Automation Innovation's normal working hours, being 8.00am 5.30pm, Monday to Friday excluding public holidays.
- 5. All Warranty Work outside of Metropolitan Areas of Capital Cities are subject to the customer incurring reasonable travel and accommodation charges.

EXCLUSIONS

The warranty will not apply where:

- 1. the Product has been repaired, altered or modified by someone other than Automation Innovation or an authorised repair agent;
- 2. the alleged defect in Product is within acceptable industry variances;
- 3. Automation Innovation cannot establish any fault in the Product after testing and inspection;
- 4. The Product has not been installed, used, operated, maintained or serviced in accordance with Automation Innovation's instructions, recommendations or specifications;
- 5. the Product has been used for purposes other than stated in the quotation or used for purposes other than which the Product was designed;

- 6. the defect in the Product has arisen due to the customer's request to customise the Product;
- 7. the Product has been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- 8. the defect has arisen due to abuse, misuse, neglect or accident; or
- 9. unauthorised parts or accessories have been used on or in relation to the Product.

LIMITATIONS

Automation Innovation makes no express warranties or representations other than set out in this warranty.

The repair or replacement of the Product or part of the Product is the absolute limit of Automation Innovation's liability under this express warranty.

AUSTRALIAN CONSUMER LAW

Where the customer is a "consumer" as defined in the Australian Consumer Law, then Automation Innovation also provides the following information:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- 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 goods. If a failure with the goods 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 goods 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 goods or service.

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

CONTACT

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