

## ICON-SEPTTECH PTY LTD

### MANUFACTURER'S LIMITED PRODUCT WARRANTY

#### Definitions

**"Icon-Septech"** means Icon-Septech Pty Ltd ABN 60 830 197 266

**"Product"** means:-

(i) goods purchased from Icon-Septech that have been manufactured in whole by Icon-Septech; and

(ii) the Icon-Septech manufactured components in third party goods.

**"Buyer"** means any person or entity who buys product for consideration from Icon-Septech.

**"The Law"** means and includes the Trade Practices Act (Commonwealth) 1974 and relevant State and Territory fair trading or other consumer protection legislation and includes any statute amending, consolidating or replacing the same from time to time.

#### Limited Warranty

1. Icon-Septech warrants that:-

(i) all Product is produced under a Quality Assurance System to ISO9001:2008 standards;

(ii) the Product conforms to the written description in the purchase order quotation and related purchase documentation on raw materials and components accepted by Icon-Septech; except for such defects that are normally regarded as being commercially acceptable;

(iii) the Product will be reasonably fit for the purpose of use described by Icon-Septech, however Icon-Septech accepts no responsibility for third party misrepresentation;

(iv) the Product will be of merchantable quality and free from defects in material and workmanship.

2. If within five (5) years (from either the date of purchase by the Buyer or the date of installation, whichever is the earliest) the Buyer gives to Icon-Septech written notice that the Product does not correspond with the description or is defective (and such defect could not have been detected at the time of delivery) and Icon-Septech agrees then, PROVIDED:-

(i) that Icon-Septech, via its customer service department, is contacted promptly;

(ii) that the Buyer supplies to Icon-Septech sufficient proof of purchase, the model number and serial number of the Product;

(ii) that if necessary, the Product is returned by prepaid freight to Icon-Septech's factory :-

(a) within fourteen (14) days of detection of the alleged fault;  
and

(b) in the same order and condition as that in which it was delivered;

(c) packaged to prevent any damage in transit;

(d) that the product contains the return authorization number, customer identification number, and return delivery details.

**AND**

(iv) if any alleged defect or failure to correspond with description has not arisen from:

- alleged defect or failure to correspond with description;
- improper or incorrect installation or site preparation;
- improper maintenance, adjustment, modification or contamination caused or induced by the Buyer;
- the Product being used or attempted to be used in a manner which is beyond normal commercial capacity and application of the Product;
- any abuse or misuse of the Product including operation of the Product in circumstances beyond its capabilities;

then, Icon-Septech will at its option either:-

(v) repair any part of the Product which is proven to be defective in material or workmanship upon the Icon-Septech's examination. The repairs will be carried out by Icon-Septech's personnel or persons appointed by Icon-Septech at Icon-Septech's premises or at the site or premises of the supplier to Icon-Septech. This warranty does not include removal, installation costs, or liability exceeding the selling price of the Product. Icon-Septech warrants that all repairs on returned Product will be free from defects in materials and workmanship for a period of sixty (60) days; or

(vi) replace the Product.

3. The Buyer will be liable to Icon-Septech for all reasonable costs incurred by Icon-Septech in relation to the investigation, analysis and testing of a Product which are not defective in the reasonable opinion of Icon-Septech.

4. In no circumstances will Icon-Septech:-

(i) incur liability in respect of, or arising out of, or in connection with harm or injury suffered or incurred by the Buyer;

(ii) incur liability in respect of any special consequential direct or indirect loss or damage;

(iii) accept liability for the cost of any repair or attempted repair by the Buyer by any unauthorized third party.

**Neil Burton**

**Managing Director**

**25<sup>th</sup> November 2011**