

## GENERAL WARRANTY

### A. Definitions

“consumer”	has the meaning given to it in the Trade Practices Act;
“ERNTEC”	means ERNTEC Pty Ltd ABN 53 005 281 176;
“goods”	means the goods described in any order placed on ERNTEC by the Purchaser or where there is no such description or as set out in the Schedule;
“Purchaser”	means the Purchaser set out in the Schedule;
“Trade Practices Act”	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.

### B. Warranty

Upon receipt by ERNTEC of payment, in full from the purchaser:-

1. ERNTEC hereby warrants that:-

- (a) it has or will pass good title to the goods;
- (b) the goods shall be free from defects in material and workmanship;
- (c) the goods conform to the description set out in the Schedule (if any) or to such other specification as may be accepted by
- (d) ERNTEC in writing;

Except for such defects as are normally as being commercially acceptable.

(2) If within one year of the date of delivery of the goods the purchaser (who is not a consumer) gives to ERNTEC written notice that the goods do not correspond with the description or are defective and ERNTEC agrees then, PROVIDED:-

- (a) the goods have been returned by prepaid freight to ERNTEC’s Melbourne factory headquarters within 14 days of detection of the alleged fault and in the same order and condition as that in which they were delivered and are preserved intact;
- (b) ERNTEC is reasonably satisfied that upon delivery the purchaser had sufficiently inspected the goods so as to ensure that there were no visual defects and to ensure that the goods were fully functional;
- (c) The purchaser supplies to ERNTEC sufficient proof of purchase at the same time as the return of the goods pursuant to sub-clause (a);  
That any alleged defect or failure to correspond with description has not arisen from:-
  - Improper adjustment calibration or operation by the purchaser.
  - The use of accessories including consumables, hardware or software which were not manufactured by, specified or approved in writing by ERNTEC or its suppliers.
  - Any contamination caused or induced by the purchaser.
  - Any modification of the product which was not authorized in writing by ERNTEC or contemplated by the normal commercial application of the goods.
  - Any abuse or misuse of the goods including operation of the goods in circumstances where they may be subject to irregular electrical supply.
  - Any use, operation or application of the goods outside the physical electrical or environmental specification of the goods as set out in the Schedule hereto or as otherwise advised by ERNTEC in writing, or

- Inadequate or incorrect installation or site preparation
- Inadequate or improper maintenance of the goods or a composite system utilizing the goods.

Then ERNEC shall at its option:-

- (d) Replace those goods or reimburse the purchaser for the amount of the purchase price paid for them, or
  - (e) Undertake repair of the goods by ERNEC personnel or persons appointed by ERNEC at ERNEC's premises or at the site or premises of the supplier to ERNEC of the goods.
- (3) In no circumstances will ERNEC:=
- (a) Incur any liability in respect of or arising out of or in connection with any special, consequential, direct or indirect loss or damage, harm or injury suffered or incurred by the purchaser.
  - (b) Accept any liability for the cost of any repair or attempted repair by the purchaser or any person acting on behalf of the purchaser carried out other than by ERNEC.
  - (c) Accept any goods as defective if any repair has been attempted in respect of the goods other than by ERNEC.
- (4) The purchaser shall be liable to ERNEC for all reasonable cost incurred by ERNEC in relation of the investigation, analysis and testing of goods alleged by the purchaser to be defective and which are not so defective in the reasonable opinion of ERNEC.
- (5) If the purchaser calls upon ERNEC to indemnify it pursuant to a right accruing to the purchaser under the Trade Practices Act in respect of any liability of the purchaser to a consumer as a result of a breach of a condition or warranty implied by the Trade Practices in a contract for the supply of goods by the purchaser to that consumer then paragraph B (1) will not apply and in respect of goods that are consumer goods ERNEC's liability is limited to indemnifying the purchaser in accordance with the Trade Practices Act and in respect of goods that are not consumer goods ERNEC's liability is limited to payment to the purchaser of an amount equal to the cost of replacing the goods or the cost of obtaining equivalent goods or ERNEC's cost in repairing the goods,. Whichever is the lowest amount.
- (6) Where the purchaser is a consumer then to the extent that the goods are not consumer goods the liability of ERNEC to that purchaser for breach of any warranty or condition (other than a warranty or condition implied by Section 69 or other equivalent section of the Trade Practices Act) or for breach of any duty of care, shall in all cases be limited at the option of ERNEC to any one or more of the replacement of the goods or the supply of equivalent goods or undertaking repair of the goods at its cost (in the manner set out in Sub-paragraph (b) (vi) hereof) and shall not include any liability in respect of or arising out of or in connection with any special consequential direct or indirect loss, damage, harm or injury suffered or incurred as the result of such breach.

**C. Schedule**

1. Purchaser: : **EXAMPLE: ABC COMPANY P/L**
2. Goods: **Example: Various control and protection cubicles as per ERNTEC PTY LTD Australia Pty.Ltd , Quotation Q888xx 15/01/2016.**
3. Application Limitation: **Example: Clause B (2) (d):**
  - i. **Products not to be used in corrosive environment**
  - ii. **Paint finish to be maintained in accordance with AS/NZS 4506:1998**
  - iii. **Products to be used for purposes intended.**