

VYNCO FUSION

PRODUCT WARRANTY FOR THE VYNCO FUSION SWITCHGEAR RANGE

WARRANTY PERIOD: 5 YEARS

Seller warrants that:

- (a) All Seller manufactured Goods will operate in accordance with their published specifications for duration of the Warranty Period; and
- (b) All Services will be performed in a professional manner with due skill and care, using appropriately skilled and qualified personnel and in accordance with all applicable laws and regulations; and

If the Purchaser makes a claim during the Warranty Period it will be handled as follows:

- (a) In the case of the Seller manufactured Goods, where there is a defect in such Goods, Seller will replace or repair (at its discretion and cost) the Goods and will warrant the replaced or repaired Product for one further period of ninety (90) days from the date of the replacement or repair. Seller will not be responsible for the cost of retrieving, removing, reinstalling, retesting or transporting the Goods to and from the location where the Goods are located.
- (b) In the case of Services, where there is a defect in the Services, Seller will re-perform the Services. In the event the deficient Services have caused a defect in the Seller Goods, Seller will replace or repair (at its discretion and cost) the Seller Goods and the costs for doing so will be limited to:
 - (i) the cost of repair or replacement of the Seller Goods (including transport to and from the location where the Goods are located);
 - (ii) on-site servicing labour costs in the case of having to re-perform Installation Services; and
 - (iii) Seller Personnel's travel costs (transport and accommodation).

Seller will not be responsible for any defect arising out of or in connection to:

- (a) misuse, abuse, neglect, errors or any other act or omission of or by the Purchaser or third party not contracted by the Seller;
- (b) alteration (improper or otherwise) or installation of the Goods by the Purchaser or any person other than the Seller; or
- (c) power failure, power surge, lightning, flood, fire, accidental breakage or other events outside the Seller's reasonable control; or
- (d) the Goods not being maintained, installed or energised in accordance with Seller's instructions or in the absence of such instructions, including incorrect cleaning, in accordance to generally accepted practice for maintenance of such Goods or
- (e) improper environment or storage conditions where the Goods are used or installed.

For the purposes of this clause "Warranty Period" shall mean:

- (a) the period identified for a particular Good in the product overview, commencing upon the date of delivery of the Goods to the purchaser; and
- (b) for all other Goods which don't have a warranty period identified in the Product Catalogue, then the date that is twelve (12) months from commercial or operational use of the Goods by the Purchaser.