

Equipment Warranty Statement XL-1000 Series

Excel Technology Co Pty Ltd (ETC) warrants the equipment to be free from defects in material and workmanship on the date of delivery to the customer for use.

As the customer's sole remedy for breach of this warranty (excluding obligations as stated in the *Trade Practices Act 1974* as amended), ETC will, for a period of **four (4) years**, or **forty-eight (48) months** from the original date of delivery, unless otherwise agreed in writing, repair or replace any part of the equipment proven defective at ETC's cost. This warranty applies only when the equipment is installed, operated, and maintained in accordance with instructions and recommendations as detailed in ETC's operation manual, as provided in accordance with the provisions and terms of this contract.

This warranty does not cover physical damage caused by improper installation, as detailed herein, or vandalism, lightning, flood, fire, accident, damage by terrorism, or 'Acts of God'. Customers are responsible for the inspection of ETC delivered equipment on receipt and must notify ETC within ten (10) business days of equipment delivery of any material damage, defects, or non-conforming items. In the absence of such notification, all delivered materials and equipment shall be deemed by ETC to have been accepted by the customer/client as received.

No warranty or liability is applied where any malfunction, damage or wear caused by inappropriate use, corrosion resulting from inappropriate use, inadequate maintenance, negligence, accident, tampering or substitution of non-compatible component parts is evident. ETC shall not be liable for malfunction, damage or wear caused by incompatibility with the customers/client equipment, structures, accessories, or materials not supplied by ETC.

ETC's warranty is conditional upon the return to base of the equipment to ETC to verify the claimed defect. If the claimed defect is verified, ETC will repair or replace, at ETC's cost, any defective parts. The equipment will be returned to the customer via pre-paid transport. If inspection of the equipment does not evidence any defect in material or workmanship, repairs will be offered to the customer/client at reasonable charge. Such charges may include the cost of parts, labour and transport (where applicable). During the unconditional warranty period, if the defect is proven to have resulted from defective components and/or workmanship, ETC shall be liable for return transportation costs between the client and ETC's premises as detailed herein.

ETC, in consideration of the contractual requirements associated with the supply of goods associated with the contract, may offer an extended warranty period from the expiration of the **four (4) year**, or **forty-eight (48) month** unconditional warranty period, up to and including the designated date. ETC undertakes to return all circuit modules within industry best practice time limits, excluding the consequences of circumstances outside of ETC's control. In all instances if the circuit module is considered recoverable, the **maximum** price for any work completed will be according to a scheduled fee negotiated if this option is accepted. Batteries and other consumables are not included in the extended warranty period.

In all instances associated with the return of equipment to ETC, the customer/client shall be issued with a Return Merchandise Authorisation (RMA) number and appropriate freight instructions pertinent to the return of the equipment.

Extended warranties are available at the discretion of ETC. Please contact an ETC representative for further information and pricing.