

# Warranty Statement

The warranty provided by TS Global Pty Limited ("TS Global") is set out in the TS Global Terms and Conditions of Sale at clauses 6.1 to 6.5 inclusive. Those clauses are set out below: -

- 6.1 Subject to these conditions of sale, TS GLOBAL warrants that the Goods are free of defects both in material and workmanship and are of merchantable quality. The liability of TS GLOBAL pursuant to this warranty or any other warranty implied by operation of any statute including the Competition and Consumer Act 2010 (Cth) (as amended) shall be limited to the cost of replacing defective Goods, the cost of obtaining equivalent Goods, or the cost of repairing the Goods at TS GLOBAL's discretion provided that in all such cases any costs of dismantling and reassembly shall be borne by the Customer.
- 6.2 The warranty set out at clause 6.1 is subject to the following:
- a. the warranty applies for a period of 12 months commencing on the date of invoice of the Goods;
  - b. the warranty does not apply to consumable components that are subject to normal wear and tear;
  - c. the Customer must provide TS GLOBAL with either an invoice number or purchase order number referencing the defective Goods;
  - d. the defects to the Goods must have arisen solely from faulty materials or workmanship; and
  - e. the damage to the Goods must not arise from:
    - i. incorrect installation of the Goods contrary to the instructions contained within TS Global's Installation and Operation Manuals;
    - ii. improper adjustment, calibration or operation by the Customer;
    - iii. the use of accessories including consumables, hardware, or software which were not manufactured by or approved in writing by TS GLOBAL;
    - iv. any contamination or leakages caused or induced by the Customer;
    - v. any modifications of the Goods which was not authorised in writing by TS GLOBAL;
    - vi. any misuse of the Goods by the Customer;
    - vii. any use or operation of the Goods outside of the physical, electrical or environmental specifications of the Goods;
    - viii. inadequate or incorrect site preparation;
    - ix. inadequate or improper maintenance of the Goods; or
    - x. incorrect handling of the Goods.
- 6.3 If the Goods are not manufactured by TS GLOBAL the guarantee of the manufacturer of those Goods is accepted by the Customer and is the only guarantee given to the Customer in respect of the Goods. TS GLOBAL agrees to assign to the Customer on request made by the Customer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to TS GLOBAL under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.
- 6.4 Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. TS GLOBAL is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of TS GLOBAL's negligence or in any way.
- 6.5 Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.

This Warranty Statement must be read in conjunction with TS Global's Terms and Conditions of Sale.