

WARRANTY STATEMENT

Wherever stated the Company shall mean Static Power Pty Ltd. located 5, Candlebark Court – Research, Victoria-Australia, ABN 42 101 765 913.

1. The Company only accepts liability pursuant to the terms of the present "Warranty Statement". All other conditions or warranties are hereby excluded.
2. Unless otherwise stated in our Offer, the Company warrants, the Equipment for a period of 24 months – the Warranty - from the date of manufacture. The Warranty is for the Purchaser's benefit only and is not transferable.
3. Warranty relates only to poor workmanship or materials of Equipment manufactured by the Company. The Company does not warrant suitability of purpose but only to the performances stated, and in accordance with, the Company's original Offer. Where the Equipment has been found to be faulty as a result of transport, handling, storage or misuse then Warranty is void. The Company accepts no liability, nor consequential damages and offers no warranty of any kind if the Equipment was provided by unauthorised body.
4. Where the Equipment was not installed or commissioned by the Company, the Company will replace or repair, on a return to manufacturer basis - transport at the charge of the Purchaser - any defect, resulting from the Company's poor workmanship or material, in Equipment manufactured by the Company at any time before the expiration of the Warranty.
5. Where the Equipment was installed and commissioned on site by the Company and accepted by the Purchaser then the warranty provided is a Site Warranty with 24/7 telephone support. If after commissioning and acceptance of the Equipment by the Purchaser, the Purchaser requires the Company's attendance on site, a Provision of two-thousand Australian Dollars - \$2,000AUD - if the Equipment is located in Australia or five-thousand United States Dollars - \$5,000USD – if the Equipment is located outside Australia, will be requested. After receipt of the Provision, the Company will provide full parts and labour on site as required. Air fares to site and accommodations shall be organised and carried by the Purchaser. Full access, during normal or after hours, to the Equipment shall be provided. Any delay occurring during Company's attendance and not resulting from the Company's intervention will be charged to the Purchaser. If the Equipment defect is the result of poor Company's workmanship or material, the Company will reimburse the Provision to the Purchaser. If the Equipment is not found faulty due to poor Company's workmanship or material, all costs, after deduction from the Provision, associated with attending the site and repairs shall be charged to the Purchaser. The Company reserves its right to keep the Provision if the Purchaser cancels Company's attendance on site five (5) days before the planned date.
6. Software or firmware produced by or provided to the recipient are the latest and most complete available at the time of issue. Although updates may be available, the Company shall be under no obligation to replace or upgrade such software. Software warranties are limited only to those developed by the Company and not those supplied by others.
7. The Company shall not be liable for any injury, loss, damage or expense consequential or otherwise arising in any way from the sale, installation, commissioning, service, maintenance, use or operation of the Equipment by the Purchaser whether resulting from negligence of the Company or from any other cause.

*Refer to the "TERMS AND CONDITIONS OF SALE" as available on our web site
<https://www.staticpower.com.au/terms-conditions/>*