

Shotton Parmed PRODUCT WARRANTY

1. Shotton Parmed

This warranty is provided by the Shotton Parmed division of The Shotton Group Pty Ltd, (ACN 005 550 747), of 139-145 Greens Rd Dandenong South VIC 3175 (**Shotton Parmed**) for products manufactured by Shotton Parmed in Australia (**Parmed Equipment**).

Contact telephone number: (03) 8725 1025

Contact email address: service@shottonparmed.com.au

This warranty should be read in conjunction with the Shotton Terms and Conditions provided as part of the original offer to purchase the Parmed Equipment.

2. Warranty period

This warranty lasts for 12 months from the date your Parmed Equipment is commissioned unless you have entered into a Parmed Service and Maintenance Agreement that includes and lists the Parmed Equipment in which case Shotton Parmed provides an extension of this warranty on the same terms and conditions for a further period of 12 months but in no case will the total warranty period exceed 24 months.

Any extended warranty will terminate if the Parmed Service and Maintenance Agreement is terminated prior to the end of the extended warranty period.

3. Warranty coverage

This warranty covers Shotton Parmed against operational defects in materials and workmanship for the warranty period specified in section 2 above.

Other Shotton Parmed products distributed but not manufactured by Shotton Parmed will be covered by a separate manufacturer's product warranty. Please contact your sales consultant for further information about this.

The benefits conferred by this warranty are in addition to any other rights and remedies which may be available to you under applicable laws relating to Parmed Equipment manufactured in Australia.

4. Specific exclusions

Without limitation, this warranty does not cover:

- (a) Parmed Equipment which has not been serviced by Shotton Parmed or a suitably qualified person in accordance with Shotton Parmed's recommendations;
- (b) damage, deterioration or malfunction caused by:
 - (i) failure for any reason to follow the directions for use given in any manual or training issued by Shotton Parmed applicable to the Parmed Equipment;
 - (ii) improper or inadequate maintenance of the Parmed Equipment as recommended by us;
 - (iii) accident, fire, liquid contact, lightning, earthquake or other external causes;
 - (iv) misuse of the Parmed Equipment;
 - (v) normal wear and tear through use of the Parmed Equipment over time;
 - (vi) age of the Parmed Equipment and associated parts;
 - (vii) unauthorised Parmed Equipment modification;
 - (viii) use of the Parmed Equipment with another product;
- (c) damage caused during shipping or transport of the Parmed Equipment; or
- (d) any ancillary products purchased with the Parmed Equipment.

5. Making warranty claims

To make a claim under this warranty you must notify Shotton Parmed using the contact details in section 1 within the warranty period in section 2 by sending:

- (a) a photograph or diagram of the Parmed Equipment clearly showing the defect together with written details of the defect; and
- (b) documentary evidence of proof of purchase and your full contact details.

After receiving the above documents from you, Shotton Parmed will contact you to organise an inspection of the Parmed Equipment by one of Shotton Parmed's authorised representatives. This may require you to ship the Parmed Equipment to Shotton Parmed's place of business as set out in section 1. Your warranty claim will then be processed in accordance with section 6.

6. Warranty service

- (a) For valid claims under this warranty, Shotton Parmed will, at its option:
 - (i) repair the affected Parmed Equipment part; or
 - (ii) replace the Parmed Equipment part using new parts or used parts that are equivalent to new parts in performance and reliability.
- (b) All repair work done under this warranty will be carried out during normal business hours

7. Repairs and Replacement Parts Warranty

Shotton Parmed warrants that the repaired or replacement parts repaired or provided under this warranty will be free from operational defects for 12 months from the date that the repairs or replacement are carried out.

8. Fees and costs

Shotton Parmed will cover all fees and costs relating to processing and responding to valid claims under this warranty excluding:

- (a) repairs made outside normal business hours;
- (b) costs associated with shipping Parmed Equipment to Shotton Parmed if an inspection of the equipment is required as part of a claim made under section 5;
- (c) reasonable travel expenses (including travelling time and accommodation if applicable); and
- (d) other costs not attributable to the defect(s) the subject of the claim.

9. Limitations

Except as provided in this warranty and to the extent permitted by law, Shotton Parmed will not be liable for direct, special, incidental or consequential damage (such as loss of time, loss of use of the Parmed Equipment or inconvenience) arising from breach of this warranty. You may have additional rights to claim compensation or other remedies outside this warranty, but any claim based on those rights should be separately pursued.

10. General

- (a) No Shotton Parmed agent or employee is authorised to make modifications, extensions or additions to this warranty.
- (b) If any provision under this warranty is held to be unenforceable, the remaining provisions will not be affected.
- (c) This warranty is governed by, and must be construed in accordance with, the laws of Victoria, Australia.