

3 Year Warranty

AMPAC TECHNOLOGIES PTY LTD Provides a 3-year warranty, on all products purchased for

Western Australia
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South Australia
Telephone: 08 8246 3800
Fax: 08 8340 4218
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Telephone: 07 3462 5700
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New South Wales & ACT
Telephone: 02 8866 6200
Fax: 02 9648 4932
Email: info.nsw@ampac.net

Victoria & Tasmania
Telephone: 03 8459 3300
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Email: info.vic@ampac.net

Northern Territory
Telephone: 08 8911 1260
Fax: 08 8911 1261
Email: m.cavenagh@ampac.net

For further details contact your local Customer Service Office.

TERMS OF SALE- WARRANTY

1. AMPAC hereby warrants to the Trader that Goods manufactured by AMPAC, or its related companies, shall be free from defects due to faulty design, materials and workmanship (except as regards defects specifically drawn to the Trader's attention, before any contract is formed between AMPAC and the Trader, or, if the Trader examines the Goods, the subject of such contract before such contract is formed then except as regards defects which that examination ought to reveal).

2. If it is proven to AMPAC's reasonable satisfaction that Goods manufactured by AMPAC or its related companies are not free from defects due to faulty design, materials and workmanship (except as revealed by examination as referred to in Clause 20.1 of these Terms) then AMPAC shall, at its cost and its option, either:

- i. repair such Goods;
- ii. replace such Goods with the same or equivalent goods at the point of delivery applicable to the contract under which such Goods are supplied to the Trader by AMPAC;
- iii. refund to the Trader the contract price of such Goods.

3. This warranty does not apply in respect of defects due to or arising from:

- i. incorrect or negligent handling, disregard of operating and/or maintenance instructions, overloading, unsuitable operating conditions, defective civil or building work, lightning, accident, neglect, faulty erection (unless carried out by AMPAC), acts of God caused beyond AMPAC's control or whilst unauthorised repairs or alterations have been carried out; or

ii. the use of Goods of consumable nature;

iii. defects occurring outside thirty six (36) calendar months after the Goods have been delivered to the Trader. If delivery was delayed for reasons beyond AMPAC's control, then thirty six (36) calendar months from delivery or forty two (42) calendar months after AMPAC first notified the Trader that AMPAC was ready to deliver the Goods (whichever period expires earlier);

iv. AMPAC is notified in writing within seven (7) days of the alleged defect first coming to the notice of the Trader and the Trader returns the defective Goods to AMPAC, or if necessary, at the sole discretion of AMPAC, to the works where such Goods were manufactured or assembled, free of charge; and

v. the Trader has fulfilled all its contractual obligations.

4. This warranty will only apply if the Goods, the subject of warranty, are returned to the original point of delivery. It is the responsibility of, and at the risk of, the purchaser to return the Goods to the original point of delivery.

5. The benefit of this warranty is personal to the Trader and is non-assignable without the prior written consent of AMPAC.

