

**Sydney** 

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## **Warranty Statement**

## **Syncro Panels**

Syncro panels sold by Incite Fire are warranted to be free from defects in materials and workmanship for a period of 12 months from customer purchase date. This warranty is expressly limited to the original owner who purchases the equipment directly from Incite Fire.

To maintain this limited warranty, the product must be installed, operated, calibrated, and maintained in accordance with product manual supplied with the product. Abuse, mechanical or electrical damage, alteration, or repairs not made in accordance with the product manual void the Syncro Panels Warranty. The obligation under this warranty is limited to the repair or replacement of components deemed by the Incite Fire Technical Support Centre to have been defective under the scope of this Standard Limited Warranty. To receive consideration for warranty repair or replacement, the product must be returned to an Incite Fire Office within Australia.

This limited warranty is expressly in lieu of any and all representations, express or implied, including but not limited to the warranty of fitness for a particular purpose. Incite Fire will not be liable for loss or damage of any kind connected to the use of Syncro panels or failure of Syncro panels to function or operate properly.

## **Warranty Terms and Conditions**

- 1. The Supplier warrants the goods manufactured by it, will be free of defect in manufacture for a period of twelve (12) months. Should any fault occur within that period as the result of such defect, the Supplier will make all necessary repairs, or at its discretion, replacement of the product at no charge to the Applicant except for the costs of the freight.
- 2. To the fullest extent permitted by the Competition and Consumer Act 2010 and any State legislation relevant to the sale and supply of goods by the Supplier to the Applicant, in the case of goods not manufactured by the Supplier, the Supplier's warranty shall be limited to the warranties implied by law and any further warranty contained in the manufacturer's warranty delivered to the Applicant with the goods.
- 3. The warranty's shall not apply in the following circumstances:
  - (a) if the goods are tampered with or repaired by personnel not authorised by the Supplier;
  - (b) in respect of loss or damage caused by rough or negligent treatment or by non observance of the Supplier's instruction; or
  - (c) in respect of loss or damage caused by act of God or any other cause not within the Supplier's control.
- 4. To the fullest extent permitted by the Competition and Consumer Act 2010 and any other State Legislation relevant to the sale and supply of the goods or service by the Supplier to the Applicant, the Supplier's liability for breach of a condition or warranty implied by such Acts, including any consequential loss which the Applicant may sustain or incur shall be limited to one of the following at the election of the Supplier:
  - (a) replacement of the goods or supply of equivalent services;
  - (b) repair of the goods or re-supply of the services;
  - (c) payment of the cost of replacing the goods, acquiring equivalent goods or re-supply of the services; and
  - (d) payment of the cost of having the goods repaired.
  - Save for the express conditions and warranties herein contained all other conditions and warranties (whether as the quality, fitness for purpose or any other matter) expressed or implied by statute, the common law, equity, trade custom, usage or otherwise are hereby expressly excluded provided that nothing in these terms and conditions shall exclude or limit the liability of any breach of a term or condition implied by law, the exclusion or limitation of which is not permitted by law.
- 5. Goods returned under warranty for repair or testing will incur a charge to be fixed by the Supplier if no fault is found. The Applicant shall bear any cost of delivery and insurance of goods so returned.

## **Incite Fire Pty Ltd**

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