

1. Mobility Access Modifications Pty Ltd (“Seller”) warrants that our products (“Goods”) are free from defects in materials and workmanship for a period of 1 year from date of delivery date to the Buyer (“Warranty Period”).

#### **Definitions**

2. In this document, the following definitions apply:  
‘**Buyer**’ means the party purchasing the Goods from us.  
‘**Seller’s Terms and Conditions**’ means the document entitled “General Terms and Conditions – Supply only” and the Quote for the supply of Goods to the Buyer.  
‘**Warranty**’ means this warranty document.

#### **Warranty Conditions - Consumer**

3. The provisions of this Warranty apply in addition to the Seller’s Terms and Conditions. Where the Buyer is a Consumer for the purposes of the *Competition and Consumer Act 2010* (Australian Consumer Law) the Seller’s liability for the failure to comply with a guarantee required under the Australian Consumer Law is limited as follows:
  - (a) if the failure cannot be remedied or is a major failure as defined in the Australian Consumer Law (“Relevant Failure”), the Seller’s liability is as stated in the Australian Consumer Law in respect of that Relevant Failure;
  - (b) if such failure is not a Relevant Failure, then in the Seller’s absolute discretion:
    - (i) if the failure is in respect of services, the Seller’s liability is limited to the supply of those services again or the payment of the cost of having those services resupplied;
    - (ii) if the failure is in respect of Goods, the Seller’s liability is limited to replacement of the Goods, the supply of equivalent goods, the repair of the Goods or the cost of replacing the Goods or having them repaired.
4. If you make a warranty claim in accordance with clause 3, you will be responsible for all expenses associated with the warranty claim including the cost of returning the defective Goods to us, other than the costs of the repair, replacement, rectification or refund for the Goods or services
5. The benefits to you of this Warranty are in addition to other rights and remedies you have under the Australian Consumer Law.

#### **Warranty Conditions - Non-Consumer**

6. Subject to the terms of this Warranty, for all other liability arising from the performance or failure to perform the Seller’s Terms and Conditions, whether in contract, tort, negligence, strict liability or otherwise, then to the extent permitted by law, the Seller’s liability is limited to at the Seller’s option:
  - (a) In the case of Goods:
    - (i) replacement of the Goods or the supply of equivalent goods;
    - (ii) payment of the cost of replacing the Goods or of acquiring equivalent goods, by credit to the Buyer’s account, in cash or by cheque at the Seller’s discretion; or
    - (iii) repayment of any part of the purchase price of the Goods which has been paid by the Buyer, by credit to the Buyer’s account, in cash or by cheque at the Seller’s discretion.
  - (b) In the case of advice, recommendations, information or services by supplying the advice recommendations, information or services again.
7. To the extent permitted by Law, the Seller will not under any circumstances be liable for any contingent, indirect, consequential or special losses (including but not limited to loss of profit or income, loss of business opportunity, business interruption, increased expense of operation or any financing and holding costs), damages or injuries arising directly or indirectly from the

Seller's Terms and Conditions or any performance or failure to perform the Seller's Terms and Conditions, whether in contract, tort, negligence, strict liability or otherwise, including (but not limited to) the Seller's negligence, default, breach of contract or misconduct even if informed of the possibility of such damages.

8. The application of the *United Nations Convention on Contracts for the International Sale of Goods* (known as the Vienna Sales Convention 1980) is excluded.
9. All claims with respect to a breach of warranty must be made by you to us in writing within the Warranty Period otherwise we will not be liable for the defect, breach or non-conformance.
10. Except as expressly provided in this document and to the extent permitted by law, all other terms, conditions, warranties and guarantees implied or imposed by statute, common law or otherwise in relation to the Goods (including without limiting the generality of the foregoing any implied or imposed warranty or guarantee that the Goods are suitable or fit for any particular use or purpose or that the Goods will comply with a sample) are hereby excluded.

### **Exclusions**

11. The Warranty provided herein shall be void and of no effect in the event that:-
  - (a) The Goods have been used outside their designed capacity;
  - (b) The Goods have been subjected to neglect, accident, improper or inadequate maintenance;
  - (c) The Goods are not installed or operated in compliance with applicable building codes;
  - (d) The Goods have been altered or defaced;
  - (e) The Buyer, its related bodies corporate (as defined in the *Corporations Act 2001*) or any of their officers, directors, employees or agents, modify, alter or misuse the Goods acquired from the Seller;
  - (f) the defective Goods are caused by negligent or criminal acts or omissions of the Buyer or any of its related bodies corporate (as defined in the *Corporations Act 2001*) or any of its employees, agents or directors.
12. The Seller reserves the right to examine defective Goods and reserves the right to determine if the Goods qualify for coverage under this Warranty.
14. To claim the warranty, please write to us within the Warranty Period specifying the nature of the defect, breach or non-conformance. All written correspondence must be sent to:  
Mobility Access Modifications Pty Ltd  
Attention: Customer Service  
Email: [sales@mobilityaccess.com.au](mailto:sales@mobilityaccess.com.au)