

## Interpretation

"Banlaw" means Banlaw Pty Ltd, ABN 88 062 044 071 and any of its related companies.

"Purchaser" means any person who purchases any Products from the Vendor.

Banlaw Accredited Repairer" means any person or company who is advised in writing by Banlaw that they have satisfied Banlaw's requirements to perform repairs to the Banlaw factory standard.

"Products" means any products manufactured by Banlaw.

## Warranty

Banlaw's liability will be limited in all circumstances to the repair or replacement at Banlaw's option, for defects in materials or workmanship which appear in the Products within:

- a period of twelve (12) months from the date of delivery to the Purchaser in the case of the Banlaw FuelTrack™ System Hardware and related Service Metered Units (SMUs) Hardware and Banlaw FuelTrack™ System Software;
- a period of twelve (12) months from the delivery to the Purchaser in the case of Banlaw FillSafe™ ZP1 and ZP2 Electronic Hardware; and
- in the case of any other products, a period of ninety (90) days from the date of delivery or the date the Products are placed in service, whichever expires first.

This warranty applies to both new and serviced Products, provided the servicing is undertaken by the Vendor or a Banlaw Accredited Repairer.

In respect of any parts or products not manufactured by Banlaw but used in conjunction with the Products or as an integral part of the products, the Purchaser acknowledges it will rely solely on any warranty given by the manufacturer of such parts or products.

The Purchaser is liable for any transport costs in sending Products under warranty to the Vendor and in the Vendor returning Products under warranty to the Purchaser.

To the extent to which they may be excluded by law, all express and implied warranties, guarantees and conditions under statute or general laws as to the merchantability, description, quality, suitability or fitness of products or services for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded.

In relation to the Banlaw FuelTrack™ System Software, Banlaw specifically does not warrant that it is free from any computer viruses or any such defects or errors.

Banlaw is not liable for, and the Purchaser releases Banlaw from any liability, cost, loss or damage of any kind (including consequential) incurred in relation to the Products or services including arising from any negligence of Banlaw.

Banlaw will not warrant any Product not repaired by a Banlaw Accredited Repairer or not sold by an Authorised Banlaw Distributor or Dealer.

This warranty does not apply to any damage or defects in the Products arising:

- from fair wear and tear;
- if the Products have not been used strictly in accordance with Banlaw's operating and maintenance instructions or have been misused, modified, altered, improperly installed or used, abused, dismantled, neglected, electrically or otherwise overloaded, interfered with or used with unsuitable lubricant;
- if the Products have been repaired, modified, altered, reconditioned, altered, reconditioned, dismantled, interfered with or attempted to be corrected by a person other than Banlaw or a Banlaw Accredited Repairer;

In addition to the above, in relation to the Banlaw FuelTrack™ System Software, this warranty does not apply to any damage or defects arising from any alterations required by the Purchaser, from installation, or the nature or operation of the equipment on which it is used.

This warranty may not apply to products known as nozzles or receivers if the Purchaser does not fit the nozzle and receiver caps when refuelling is not taking place.

All warranties can only be assessed and performed by a Banlaw Accredited Repairer.

This warranty is only available to the Purchaser. It does not apply to any subsequent purchasers, successors or assigns.

Except for the benefit conferred on the Purchaser in this warranty, the Purchaser indemnifies Banlaw for any liability or cost incurred by Banlaw as a result of the Purchaser's use of the Products or breach of these terms and conditions.