

# DTAC SHOLAR POOL HEATING CONTROLLER

## MODELS 101 & 102

### WARRANTY AND LIABILITY

#### 1.1 WARRANTY ON HARDWARE

1. Subject to the following clause (1) **SUPPLIER** warrants that the goods delivered by SUPPLIED shall be free from defects in material and workmanship.
2. SUPPLIED shall be released from obligations in the event that the goods are subject to misuse, neglect, accident, improper installation or any unusual or unrecommended physical, environmental or electrical stress (including improper voltage or power surge) by BUYER or if repairs or modifications are made by persons other than SUPPLIER's own or authorised service personnel (unless such repairs by others are made within the consent of SUPPLIER which consent will not be unreasonably withheld in the case where such persons are reputable and adequately and properly trained).
3. Limited three year warranty, first year full warranty, second and third year back to base warranty.
4. Amatek Design reserves the right to investigate, determine the cause of failure and replace or refund at its sole discretion.

#### 1.2 LIMITED SOFTWARE WARRANTY

1. **SUPPLIER** DOES NOT WARRANT THAT SOFTWARE OR FIRMWARE SUPPLIED UNDER THIS AGREEMENT:
  - (A) WILL OPERATE ERROR FREE;
  - (B) WILL OPERATE UNINTERRUPTED WHILE IN USE;
  - (C) WILL MEET THE CUSTOMERS REQUIREMENTS OTHER THAN THOSE SET OUT IN SPECIFICATIONS ACCEPTED BY SUPPLIER; OR;
  - (D) WILL PROVIDE ANY FUNCTION NOT DESIGNATED IN SUCH SPECIFICATIONS.
2. SUPPLIED agrees to use its best endeavours to rectify or replace the software or firmware at its option and at its own expense when such defect has been detected by Buyer and notified to SUPPLIER in writing within 90 days of the software or firmware satisfactorily completing the relevant tests specified or prescribed by Buyer, provided the details of such tests have been advised by Buyer to SUPPLIER prior to delivery of the software to Buyer.
3. (3) If testing of delivered software has not occurred within 30 days of the date of delivery the software is deemed to be accepted by Buyer.
4. If investigation of a problem reported vide clause (2) establishes that the cause of the report is not SUPPLIER software, BUYER agrees to pay on Invoice the charges for the

- effort expended by SUPPLIER in researching the reported problem.
5. Subject to clauses (1) and (2) BUYER acknowledges that the goods including related software and firmware provided to BUYER's specification are of a design capacity, manufacture and performance as selected by BUYER.
  6. All conditions, warranties and representations on the part of SUPPLIER in relation to the goods or the software, whether expressed or implied, statutory or otherwise, whether collateral or antecedent hereto including but not limited to any warranty or condition of fitness for a particular purposes are hereby expressly excluded, provided that nothing herein contained purports to exclude, restrict or modify the operation or effect of any terms compulsory implied in this Agreement by virtue of any legislation.
  7. Subject to clause (6) SUPPLIER shall not be liable to any person for any special, general or consequential damages, including but not limited to loss or profits from any cause whatsoever arising out of or in any way connected with SUPPLIER's obligations under this Agreement
  8. SUPPLIER's liability under this Agreement shall be limited, at the option of SUPPLIER where goods or software are supplied to the replacement cost of the goods or software, the repair for the goods or software, or payment of the replacement cost of the goods or software.
  9. SUPPLIER further warrants that this Agreement does not in any way infringe upon any registered trademark, trade name or patent or upon the right entitlement or interest of any firm, person or corporation not a party to this Agreement pursuant to the Copyright Act or otherwise.

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