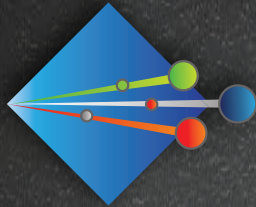


Anderson Corporation Fibre Optic Cable Warranty



rapidconnect
BY ANDERSON

E1. STATEMENT OF WARRANTY

(A) Anderson Corporation Pty Ltd warrants that the goods do not suffer from defects solely attributable to defective materials or faulty workmanship.

(B) If the Buyer discovers any defect in the goods due to the use of defective materials or faulty workmanship during the period commencing twelve (12) months from the date of invoice, it shall:

- (i) promptly notify Anderson Corporation Pty Ltd in writing of the nature and extent of any defect in the goods and request replacement of the goods (the "Claim");
- (ii) promptly obtain and provide to Anderson Corporation Pty Ltd all information and material necessary for Anderson Corporation Pty Ltd to assess the claim;
- (iii) upon the issuing of a goods return authorization number (GRA) return the defective goods to Anderson Corporation Pty Ltd with all transportation charges pre-paid; and
- (iv) not carry out any remedial work to the alleged defective goods without first obtaining the written consent of Anderson Corporation Pty Ltd to do so.

(C) If Anderson Corporation Pty Ltd determines that the goods are defective due to the use of defective materials or faulty workmanship, Anderson Corporation Pty Ltd shall replace the defective goods.

(D) The warranties and conditions implied by the Trade Practices Act 1974 which cannot be excluded by contract are included in these conditions.

2. LIMITATION OF LIABILITY AND INDEMNITY

(A) Subject to clause 1 of these Conditions and subject to all rights and remedies which are provided under legislation and which cannot be excluded by agreement, in respect of the goods or services provided by Anderson Corporation Pty Ltd under these Conditions:

- (i) the liability of Anderson Corporation Pty Ltd and its servants, employees, contractors and agents in respect of the warranties given in clause 1 of these Conditions or any other warranties and conditions implied by legislation is limited to supply of the goods or provision of the services to the buyer again; and;
- (ii) Anderson Corporation Pty Ltd and its servants, employees, contractors and agents will not be liable to the Buyer or any third party whether in contract, tort or otherwise, in respect of the goods or services for:
 - (a). any claims, loss, damage, injury, loss of income, loss of profits, costs, expenses or any special indirect or consequential damages arising out of or occasioned by any cause at all arising out of these Conditions, including liability in negligence;
 - (b). any defects in goods delivered or for any injury, damage or loss to any person resulting from such defects or from any work done in connection with the defective goods;
 - (c). breach of a warranty, condition or other term of these conditions;
 - (d). any defect, loss, damage or delay caused by strikes, lock outs, damage to or break down of plant, transportation delays by third parties, government interference, earth quake, civil commotion, force majeure or any other cause beyond the control of Anderson Corporation Pty Ltd; or any claims, loss, damage, injury, loss of income, loss of profits, costs, expenses or any special indirect or consequential damages arising out of or occasioned by any cause at all arising out of these Conditions, including liability in negligence;
 - (e). normal variations in tolerance, dimensions, weight or quality of goods

(B) The Buyer expressly acknowledges and agrees that Anderson Corporation Pty Ltd, its agents and employees have not provided any advice in relation to the suitability for any purpose of any goods or materials or services supplied, and that to the extent lawfully possible, Anderson Corporation Pty Ltd:

- (i) is not liable for
- or any advice given by its agents or employees in relation to the suitability for any purpose of goods or materials or services supplied by Anderson Corporation Pty Ltd; and
- (ii) all such advice relied upon is at the Buyer's risk.

(C) The Buyer indemnifies and holds harmless Anderson Corporation Pty Ltd and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury, or damage arising out of any breach of these Conditions by Anderson Corporation Pty Ltd or any negligent act or omission of Anderson Corporation Pty Ltd and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.

3. APPLICABLE LAW

(A) The laws of Victoria Australia govern these Conditions.

(B) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria Australia.

(C) If a provision of these Conditions or a right or remedy of a party under these Conditions is invalid or unenforceable in a particular jurisdiction:

- (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
- (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

(D) This clause is not limited by any other provision of these conditions in relation to severability, invalidity or enforceability.

(E) Headings are for convenience only and do not affect the interpretation of these Conditions.

4. ALTERATION TO CONDITIONS

Anderson Corporation Pty Ltd may amend these Conditions at any time.



Email: sales@andcorp.com.au
website: www.andcorp.com.au