



LIMITED WARRANTY

HMG WARRANTY STATEMENT.

WARRANTY PERIOD

All Finished Goods (Goods, cylinders or components) and Services undertaken by HMG are warranted against defects in workmanship and materials for the following warranty periods commencing on the date of delivery:

- (a) in the instance of complete cylinder assemblies, 15 months from the date of delivery or upon 6000 hours of use of the cylinder, whichever occurs first ("the Warranty Period").
- (b) In the instance of components, 12 months from the date of delivery or 2000 hours of use of the Component, whichever occurs first.

HMG RESPONSIBILITIES

During the Warranty Period applicable to each item of Finished Goods or Services (as the Customer's sole and exclusive remedy):

- (a) All Finished Goods are warranted for the Warranty Period against defects in workmanship and materials provided by HMG in respect of those Finished Goods.
- (b) HMG will rectify defects in workmanship or materials in the Finished Goods through the application of reasonable and customary labour needed to correct the defect, during normal working hours and at a place of business of HMG or other premises nominated by HMG.
- (c) Any rectified Finished Goods shall continue to be warranted only through the remainder of the original Warranty Period.
- (d) Rectification of any warrantable defect is subject to the Finished Goods being returned to HMG in accordance with the Customer Responsibilities listed below and the customer paying the transport costs incurred in returning Finished Goods to HMG for repair or inspection while under warranty.

- (e) If a warrantable defect during the Warranty Period is applicable to Services, HMG will (in its sole discretion and as the Customer's sole and exclusive remedy) rectify defects in workmanship and/or re-perform all or part of the Services in normal working hours at the HMG place of business or other premises nominated by HMG by providing reasonable and customary repair labour needed to correct the defect (excluding labour costs to remove and reinstall the Customer Goods from any equipment, mounting or support systems or any other items not installed or sold by HMG). The re-performed Services shall continue to be warranted only through the remainder of the original Warranty Period applicable to the Services.
- (f) Subject to the Customer Responsibilities, HMG will pay transport costs incurred in returning Finished Goods or goods subject to Services to HMG for inspection or repair while under warranty.
- (g) HMG will not be liable for Consequential Loss and Damage.

CUSTOMER RESPONSIBILITIES

RETURN OF GOODS

- (a) To the maximum extent permitted by Law, any Finished Goods or Goods supplied by HMG can only be returned by the Customer to HMG to the extent that HMG, in its absolute discretion, authorises their return and confirms that it is required to rectify warrantable defects under this Warranty Statement.
- (b) Prompt notice of a warrantable defect must be given in writing by the Customer to HMG and the Finished Goods, Goods or Serviced items are made available for inspection and repair as soon as reasonably practicable after notification.
- (c) HMG reserves the right to inspect the Finished Goods or Goods before authorising or declining to authorise their return.
- (d) If any Finished Goods or Goods are returned to HMG without prior authorization or confirmation of applicability of this Warranty Statement, HMG may charge the Customer, and the Customer must pay, an administration fee in the amount reasonably specified by HMG.
- (e) If any Finished Goods or Goods are returned to HMG on the basis that they are defective, but the Finished Goods or Goods are later found by HMG not to be defective, HMG may charge the Customer, and the Customer must pay an administration fee in the amount reasonably specified by HMG.



LIMITATIONS

This warranty does not cover:

- (a) failure or damage resulting from improper use or installation not in accordance with the manufacturer's maintenance manuals or operational guidelines;
- (b) failure or damage resulting from abuse, neglect and/or improper repair or maintenance;
- (c) failure or damage resulting from repairs, adjustments or modifications made without HMG's prior approval; or items or parts of the Finished Goods not serviced or manufactured by HMG (which are subject to the Exclusion of Implied and Other Warranties below and which may be covered by warranties given by the original manufacturers of these items);
- (d) defects to Finished Goods or Goods caused by replacement parts not recommended to be used by HMG or repairs, adjustments or modifications made without HMG's recommendations or prior written consent and approval;
- (e) Finished Goods and Goods not stored, maintained, installed or operated in adherence to any original manufacturer, supplier or HMG guidelines or this Warranty Statement and if that failure adversely affects the Finished Goods, Goods or components, then HMG will not be responsible for any claims, loss or damage occurring as a consequence;
- (f) Finished Goods, Goods and rebuild components the Customer identifies or should have identified was defective, or required corrective action or maintenance which was not notified promptly to HMG or made available to HMG for repair or replacement under this Warranty Statement will void the warranty for that item;
- (g) Finished Goods, Goods and rebuilt components subjected to misuse, abuse, negligence or accident, improper alteration or repair by any other party other than HMG and any resultant claim, loss or damage;
- (h) any item which is a test, research and development item;
- (i) any items not manufactured or remanufactured by HMG;
- (j) wear and tear;
- (k) aggravation of damages caused by use or operation of Finished Goods or Goods before completion of repair work or continued use or operation of Finished Goods or Goods notwithstanding the occurrence of damage;
- (l) costs to investigate complaints, unless the problem relating to the complaint is ultimately found to be covered by this warranty;
- (m) labour and transport costs except as stated in this Warranty Statement;
- (n) transport charges in excess of those that are reasonable; and
- (o) any other in/out costs associated with the Services, Goods or Finished Goods covered by this warranty, including but not limited to the costs for parts or equipment needed for the removal of or reinstallation of Goods or Finished Goods into machinery or equipment.

EXCLUSIONS

EXCLUSION OF IMPLIED OR OTHER WARRANTIES

Any representation, warranty, condition or undertaking that would be implied by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by Law. All Finished Goods, Goods and Services are provided as is and the warranties provided are expressly in lieu of all other warranties, conditions, liabilities or representations in relation to and HMG makes no warranty whatsoever with respect to the Finished Goods, Goods or Services including warranty of merchantability, fitness for a particular purpose, of title or against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage or trade or otherwise.

NON-EXCLUDABLE RIGHTS IMPLIED BY STATUTE

Nothing in this warranty excludes, restricts or modifies any condition, warranty, right or remedy conferred on the Customer by the Australian Consumer Law that cannot be excluded, restricted or modified by agreement.

LIABILITY FOR BREACH OF NON-EXCLUDABLE RIGHTS

If this warranty cannot apply in whole or in part due to the application of the Australian Consumer Law, and if the goods or services are provided to a 'consumer' as defined under the Australian Consumer Law, then HMG's goods and services come with guarantees that cannot be excluded.

If the customer is a consumer under Australian Consumer Laws, for major failures with the goods or services, the customer is entitled to cancel any relevant contract with HMG, and to a refund for the unused portion, or to compensation for its reduced value. The customer is also entitled to choose a refund or replacement for major failures with goods or services. If a failure with the goods or a service does not amount to a major failure, the customer is entitled to have the failure rectified in a reasonable time. If this is not done, the customer is entitled to a refund for the goods and to cancel any relevant services contract and obtain a refund of any unused portion. The customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

For all goods and services supplied which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, to the maximum extent permitted by Australian Consumer Law, the liability of HMG for a breach of a non-excludable condition or warranty referred to in this warranty statement is limited, at HMG's option, to:

- (a) in the case of Finished Goods and Goods, any one or more of the following:
 - 1. *i.* the replacement of the Finished Goods or the Goods or the supply of equivalent Finished Goods or Goods;
 - 2. *ii.* the repair of the Finished Goods or Goods;
 - 3. *iii.* the payment of the cost of replacing the Finished Goods or Goods or of acquiring equivalent Goods; or
 - 4. *iv.* the payment of the cost of having the Finished Goods or Goods repaired.
- (b) in the case of Services:
 - 1. *i.* the supplying of the Services again; or
 - 2. *ii.* the payment of the cost of having the Services supplied again.

DEFINITIONS

Customer means the customer for who HMG supplies the Goods or Services.

Customer Goods means goods owned by the Customer or a third party in respect of which HMG provides Services.

Consequential Loss and Damage means any loss of profits or anticipated profits, economic loss, loss of business opportunity, loss or damage resulting from wasted management time or any special, incidental, indirect or other potential loss or damage, even if notified of the possibility of that potential loss or damage and irrespective of whether it is due to negligence, breach of contract or any other cause.

Finished Goods means Goods, together with any Customer Goods to which Goods have been added or applied as part of the Services.

Goods means the products manufactured or supplied by HMG or any of its Related Bodies Corporate and includes component parts, coatings and other products which are added or applied to Customer Goods in the course of providing the Services but does not include any part of those products that are Customer Goods.

Services means reconditioning, reclamation, maintenance or other services provided by HMG or any of its Related Bodies Corporate in respect of Customer Goods.