



V-ZUG AUSTRALIA PTY LTD

TERMS AND CONDITIONS OF SALE, SUPPLY AND INSTALLATION

1 Application of Terms and Conditions

- 1.1 Subject to any additional terms or special conditions in accordance with clauses 2.5 and 13, these Terms and Conditions of Sale, Supply and Installation (“**Conditions**”) as varied from time to time apply to all quotations, offers and purchase orders made or accepted by V-ZUG Australia Pty Ltd (ABN 18 136 397 889) of 2/796 High Street, East Kew, Victoria 3102 (“**Company**”) and to deliveries and installations, where applicable, of all goods manufactured or supplied by the Company (“**Products**”) to any person, firm or company which enters into an agreement with the Company (“**Customer**”).
- 1.2 These Conditions will prevail over all conditions of the Customer to the extent of any inconsistency.

2 Orders

- 2.1 No order for Products or purported acceptance by a Customer of any quotation (“**Order**”) shall be binding on the Company unless and until the Company has:
- 2.1.1 subject to clause 2.4 and 13.4, received a 30% deposit of the Total Purchase Price as defined in clause 4.1; and
- 2.1.2 given written acknowledgement of its acceptance on terms which include these Conditions (“**Order Confirmation**”). If Products are supplied without an Order Confirmation, the applicable invoice shall be deemed to constitute the Order Confirmation.
- 2.2 Each supply which the Company makes in response to an Order will be regarded as a separate contract for sale which is subject to these Conditions (“**Contract**”).
- 2.3 If not otherwise stated in the quotation, prices in any quotation are valid for 30 days from the date of the quotation.
- 2.4 Orders for clearance, ex-display, staff sales or T2 stock (being any product that is not in its original condition or packaging) must be paid in full at the time of placing the Order (“**Order Date**”).
- 2.5 Orders made during promotional periods may be subject to specific terms and conditions approved by the Company which may differ from these Conditions.

3 Storage of Products

- 3.1 The Company will store the Products free of charge for a total of 180 days from the Order Date provided the Company has received payment in full from the Customer within 90 days of the Order Date in accordance with clause 4.3. If the Company does not receive payment within 90 days from the Order Date, a storage fee will be charged by the Company to the Customer at \$25 per Product per period of 30 days (or part thereof) from the date 90 days after the Order Date until the date of delivery by the Company or collection by the Customer (“**Storage Fee**”).
- 3.2 Where the Company has received payment in full from the Customer within 90 days from the Order Date but the Products require storage for a period longer than 180 days, the Storage Fee as set out in clause 3.1 is payable by the Customer from the date 180 days after the Order Date.
- 3.3 Any Storage Fee payable by the Customer must be paid prior to delivery or collection of the Products.

4 Payment

- 4.1 The price of a Product is the recommended retail price (“**RRP**”) less any discounts (“**Purchase Price**”), and the sum of all Purchase Prices in the Order is the **Total Purchase Price**.
- 4.2 Unless otherwise specified in these Conditions or by the Company in writing, all Purchase Prices include GST and exclude any costs relating to delivery or installation of the Products.
- 4.3 Subject to clauses 2.4, 4.4 and 4.5 or as otherwise agreed by the Company in writing, payment of the Purchase Price is due in full within 90 days of the Order Date, or, prior to delivery, whichever is the earlier (“**Payment Date**”).
- 4.4 Orders to be delivered by the Company or collected by the Customer within 7 days from the Order Date must be paid in full on the Order Date.
- 4.5 Where there are two or more Products being delivered by the Company or collected by the Customer on different dates, payment for each Product is due in full within 90 days of the Order Date, or prior to delivery or collection of that Product, whichever is the earlier. Such payment in full for any Product must leave a minimum balance of 30% deposit paid for any Product ordered by the Customer but for which the full Purchase Price is not yet due in accordance with these Conditions.
- 4.6 The Customer may not withhold or set off any payment or make deductions from any amount owing to the Company without the Company’s prior written consent.

5 Default in Payment

- 5.1 If the Customer defaults in the payment of any money due to the Company pursuant to these Conditions on the Payment Date, then in addition to any other rights which may be conferred upon the Company by law or equity, the Company will be entitled to:
- 5.1.1 payment of the Storage Fee in accordance with clause 3.1; and
- 5.1.2 cancel any discounts and promotional pricing, if applicable, on the Order Confirmation and charge the Customer the full RRP; and
- 5.1.3 charge the Customer a cancellation fee in accordance with clause 6.1.1 where the order is cancelled.

6 Cancellation, Return or Replacement of Products

- 6.1 The Company may cancel an Order or part thereof after issue of an Order Confirmation in the event of:
- 6.1.1 default by the Customer pursuant to clause 5.1, in which case, a cancellation fee of \$250 applies;
- 6.1.2 unavailability of a Product pursuant to clause 6.4; or
- 6.1.3 inventory shortage.
- Where the Company cancels an Order pursuant to this clause after issue of an Order Confirmation and there is no default by the Customer, all payments received by the Company from the Customer in relation to the cancelled Order will be returned to the Customer.
- 6.2 Once collection by the Customer or delivery by the Company in accordance with clauses 7.1 and 7.2 has taken place, the Company may, at its sole discretion, accept a return of a Product by the Customer subject to the following provisions:
- 6.2.1 the Product is not clearance, ex-display or T2 stock as defined in clause 2.4;
- 6.2.2 the Customer must pay any costs associated with the collection of the returned Product by the Company from the Customer; and
- 6.2.3 for unopened Products in original packaging, the Customer must pay a restocking fee of 5% of the RRP of the Product being returned or \$100, whichever is the greater; or
- 6.2.4 for opened Products, which the Company, at its sole discretion, accepts for a return, the Customer must pay a restocking fee of 25% of the RRP of the Product being returned.
- 6.3 Once collection by the Customer or delivery by the Company in accordance with clauses 7.1 and 7.2 has taken place, the Company may, at its sole discretion accept a request for replacement of Products by the Customer subject to the following provisions:
- 6.3.1 the Product is not clearance, ex-display or T2 stock as defined in clause 2.4;
- 6.3.2 the Customer must pay any costs associated with the collection of the returned Product by the Company from the Customer;
- 6.3.3 the Customer must pay a restocking fee of 20% of the RRP of the Product the subject of the replacement;
- 6.3.4 the Customer must pay any difference between the Purchase Price of the Product the subject of the replacement and the replacement Product and
- 6.3.5 where the Purchase Price of the replacement Product is lower than the Purchase Price of the Product subject of the replacement, the Company will, after deducting any payments due by the Customer in accordance with clause 6.3.2 and 6.3.3, return any balance to the Customer.
- 6.4 If, prior to the collection by the Customer or the delivery by the Company in accordance with clauses 7.1 and 7.2, any Products specified in the Order Confirmation are discontinued or are superseded by a different model, the Company will notify the Customer as soon as practicable and either:
- 6.4.1 offer the Customer an alternative model of the Product of equivalent or superior standard and notify the Customer of any additional costs (“**Offer**”), which offer must be accepted by the Customer within 5 days of being notified by the Company; or
- 6.4.2 cancel the Order with respect to the discontinued or superseded Product.
- 6.5 If the Customer accepts the Offer made under clause 6.4.1, the relevant part of the Order Confirmation is deemed to be varied with respect to the Product and its respective Purchase Price subject of the replacement. If the Customer does not accept the Offer made under clause 6.4.1 within 5 days of being notified of the Offer, the Order with respect to the discontinued or superseded Product is deemed to be cancelled and all payments, including that part of the deposit in accordance with clause 2.1.1 received by the Company from the Customer in relation to the discontinued or superseded Product will be returned to the Customer by the Company.
- 6.6 If the Customer accepts the Offer made under clause 6.4.1, the resulting Order is subject to a 30 day cooling off period from the Order Date. If the Customer cancels the Order during the cooling off period no cancellation fee will be charged. Thereafter, a cancellation fee of \$250 applies.
- 6.7 Nothing in these Conditions excludes a right of the Customer which by law cannot be excluded.

7 Delivery

- 7.1 The Company will deliver the Products free of charge to the Customer at the location specified on the Order Confirmation, provided this location is within the boundaries of metropolitan Melbourne, Sydney, Adelaide, Hobart, Brisbane or Perth. The Company may elect to deliver the Products outside this area subject to an additional delivery charge. The Company reserves the right to specify a location where the Products can be collected by the Customer, should delivery not be available to the specified location.
- 7.2 If an Order Confirmation comprises only of accessories a postage or delivery charge may apply.
- 7.3 All Products relating to clearance, ex-display, staff sales or T2 stock as defined in clause 2.4 must be collected or delivered within 7 days of the Order Date.
- 7.4 Subject to clauses 7.1 and 7.2, the Company will deliver the Products:
- 7.4.1 to the location specified in the Order Confirmation; and
- 7.4.2 where no location is specified, the Company will deliver the Products to the Customer's address as set out in the Order Confirmation.
- 7.5 The delivery date will be the date specified in the Order Confirmation or, such alternative date as agreed between the Customer and the Company ("Delivery Date"). If no date is specified, the delivery date is deemed to be 180 days from the Order Date until otherwise agreed.
- 7.6 If the Customer is not present on the Delivery Date, the Company will, at the cost of the Customer, restock the Products and arrange for a further delivery. Any costs associated with the failed delivery and the restocking of the Products must be paid by the Customer prior to the further delivery.
- 7.7 If the Company is unable to contact the Customer after making reasonable attempts to arrange for delivery or collection, the Company may give the Customer 30 days' notice of termination of any Contract constituted by an Order Confirmation. If the Customer fails to make arrangements satisfactory to the Company for delivery or collection within the notice period, the Contract is deemed to be terminated upon expiry of the 30 days' notice period and the Company will deduct the cancellation fee in accordance with clause 6.1.1. before refunding any amounts received from the Customer. Where no payments have been made the Customer must pay the cancellation fee in accordance with clause 6.1.1.
- 7.8 Where, at the request of the Customer, delivery is made to a third party, the Customer must inform the Company in writing within 48 hours after delivery, of any damage or defects of the Product. To the extent permitted by law, the Company will have no liability for damage or defects not notified within this period.
- 7.9 Unless otherwise agreed by the Company in writing:
- 7.9.1 the Customer must inspect the Products on delivery. Where the Customer believes that there has been damage to or loss of the Products during transport, the Customer must notify the Company in writing within 7 days of delivery of any such damage or loss. The Customer must provide photographic evidence if requested by the Company.
- 7.9.2 in the event of the Customer's failure to comply with the terms of this clause at the times as specified in clause 7.9.1, the Customer shall be deemed to have accepted the Products and to the extent permitted by law, the Customer waives all rights to claim in respect of damage, loss or defects in the Products.

8 Force Majeure Event

- 8.1 The Company shall not be liable for any loss or damage caused by delay in performance or non-performance of any of its obligations under a Contract occasioned by a Force Majeure Event. If a Force Majeure Event occurs, the Company may vary, cancel or suspend any Order Confirmation or Contract without incurring any liability for any such loss or damage.
- 8.2 Where delivery or installation, is delayed as a result of a Force Majeure Event, the agreed delivery or installation times will be extended as appropriate. If delivery or installation is impossible or unreasonable as a result of a Force Majeure Event, the Company will no longer be obliged to effect delivery or installation. Where the delay in delivery or installation caused by a Force Majeure Event exceeds one (1) month, the Company and Customer each have the right to terminate the part of the Contract to which the delay relates.
- 8.3 For the purpose of this clause 8, **Force Majeure Event** means any cause whatsoever that is beyond the Company's control including but not limited to Act of God; war; civil disturbance; requisitioning governmental restrictions; prohibitions or enactments of any kind; import or export regulations; strikes; lock-outs or other industrial disputes (whether involving its own employees or those of any other person); difficulties in obtaining workmen or materials; breakdown of machinery; fires; or accident.

9 Installation

- 9.1 The Company or agents authorised by the Company ("**Authorised Service Agents**") will install free of charge to the Customer washing machines and dryers ("**Laundry Products**"), at the location specified on the Order Confirmation, provided the location is within the boundaries of metropolitan Melbourne, Sydney, Adelaide, Hobart, Brisbane and Perth and the following is available at location of installation:
- 9.1.1 reasonable access;
- 9.1.2 functioning electrical and water services ("**Services**"); and
- 9.1.3 a flat installation platform or suitable cavity;
- and no structural work is necessary prior to the Laundry Products being installed.
- 9.2 The Customer must, prior to installation, confirm with the Company or the Authorised Service Agent that there are no obstructions to access or Services which may prevent proper installation, other works going on in or near the installation site, hazardous materials, floor deficiencies or other obstacles which may prevent or aggravate proper installation within a reasonable limit of time and effort. The Customer must also confirm that all required plumbing and electrical works have been completed. Connections to the mains water supply must incorporate a mains stopcock with ½ inch thread.
- 9.3 The installation of Products by the Company includes:
- 9.3.1 unpacking of the Products and removal of packaging material;
- 9.3.2 connecting the Products to existing Services (stop cock with ¾ inch male thread) which are within 1 metre from the Products' installation site;
- 9.3.3 inserting the Products into the cavity, where applicable;
- 9.3.4 levelling the Product;
- 9.3.5 testing the Products for functionality and providing instructions in the use of the Products to the Customer; and
- 9.3.6 removing the transit bars and providing an inlet/hole for the water proof inlet connection.
- 9.4 Products other than Laundry Products must be installed, at the cost of the Customer, by a fully qualified and licensed tradesman in accordance with the Company's installation instructions. The Customer's failure to comply with the terms of this clause may affect the warranty given by the Company.
- 9.5 The installation of Products by the Company does not include:
- 9.5.1 completion of structural or flooring work including the removal of access doors, securing a plinth, trimming or modifying any cabinetry (excluding the provision of an inlet/hole for the water proof inlet connection), kick panel or door panel;
- 9.5.2 fitting of reducer valves, nor the completion of any plumbing or electrical works; and
- 9.5.3 tampering or modification of any Product of the Company including the water proof inlet connection.
- 9.6 For an additional fee, determined by the Company, the Customer can request old laundry products to be disconnected and removed.

10 Service and Spare Parts

- 10.1 While the Company will use reasonable commercial endeavours to have all necessary spare parts available for the purpose of repair or service, the Company is not liable for delays due to sourcing of unusual parts which are required, or due to circumstances beyond the control of the Company
- 10.2 The Company has a policy of assuring the availability of spare parts and service for all Products for a period of not less than five (5) years following the cessation of production of the applicable Product. After this period, availability of spare parts and service will depend upon the particular Product.

11 Ownership

- 11.1 Unless otherwise agreed by the Company in writing, risk in the Products shall pass to the Customer when the Products are delivered in accordance with clause 7, where applicable, or collected by the Customer.
- 11.2 Notwithstanding that risk passes to the Customer under clause 11.1, legal and beneficial title in the Products shall remain with the Company until payment in full for the Products subject of the relevant Order Confirmation, as well as any other amounts the Customer may owe the Company, is received by the Company.
- 11.3 The Customer may not sell or otherwise dispose of the Product(s) until full payment has been received. If the Customer purports to do so, the Customer will be deemed to hold any proceeds in trust on behalf of the Company.
- 11.4 The Company is entitled at any time while any debt remains outstanding by the Customer to notify the Customer of its intention to take possession of the Products and for this purpose the Customer irrevocably authorises and licenses the Company and its servants and agents to enter upon the land and buildings of the Customer with all necessary equipment to take possession of the Products. The Company is not liable for damage or injury to any premises caused by the Company exercising its rights under this clause.
- 11.5 Should the Company take possession of goods under clause 11.4, the Order may be deemed cancelled and any amounts paid by the Customer will be returned less applicable cancellation fees per clause 6.

12 Warranty

- 12.1 Nothing in these Conditions excludes, restricts or modifies the application of Part 3-2 Div. 1 of the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("**ACL**"). To the fullest extent permitted by law, the Company's liability for any breach of a consumer guarantee implied by the ACL (and which cannot be excluded) shall be limited to the replacement repair or payment of the cost of replacement or repair of the Products (as determined by the Company in its sole discretion).
- 12.2 Any warranty against defects (as this term is defined in the ACL) which is offered by the Company to the Customer will be provided in the warranty statement, which is in addition to any rights a consumer may have under the ACL.

13 Special Conditions for Commercial Orders

- 13.1 The provisions of this clause 13 (“**Special Conditions**”) apply to Orders for commercial quantities, being Orders for 2 or more full kitchen packages, consisting as a minimum of an oven, cooktop, rangehood and dishwasher, for 2 or more residential addresses at the same site address (“**Commercial Orders**”). A site address includes the street number only but does not include an apartment number, accordingly a full kitchen package for each of 2 apartments at the same street number is a Commercial Order. In the event of any conflict, contradiction or inconsistency between the Conditions and the Special Conditions, the provisions of this clause 13 shall prevail to the extent they apply to Commercial Orders.
- 13.2 Orders will not be accepted without an approximate Required Delivery Date(s) (which will be taken as the last day of the month nominated for delivery) and the project reference number from the relevant quotation.
- 13.3 The Purchase Prices in the quotation for a Commercial Order are valid for:
- 13.3.1 30 days from the date of the quotation except as otherwise stated in the quotation; and
- 13.3.2 remains valid for up to 105 days after the Required Delivery Date(s) nominated on the Order.
- 13.4 Any variations to quantity or specification will alter the Purchase Price.
- 13.5 A deposit of 20% of the Total Purchase Price is payable by the Customer on the Order Date in accordance with clause 2.1 and may, at the sole discretion of the Company, be increased.
- 13.6 Delivery must be at least 26 weeks after the date of an Order to enable production and shipment.
- 13.7 The Company will use reasonable endeavours to satisfy the Customer's request for the preferred delivery date nominated.
- 13.8 Payment must be made before despatch of any Product.
- 13.9 All Products must be delivered to the Customer within 45 days of the Required Delivery Date, as scheduled by the Customer at the time of the Order.
- 13.10 If the Customer does not accept delivery or collect the Products within 45 days from the Required Delivery Date, payment in full must be made by the Customer. The Products will then be separated and stored by the Company for up to another 60 days after the Required Delivery Date, after which period, the Products must be delivered to or collected by the Customer, or the Order may be deemed cancelled and amounts paid by the Customer will be returned less applicable cancellation fees per clause 6.
- 13.11 Company may cancel the order and return any deposits less cancellation fees per clause 6.
- 13.12 The Products the subject of the Commercial Order may be replaced by the Company in its absolute discretion with other Products of a similar value and specification including but not limited to cases of Products being out of stock, discontinued or superseded, and the Purchase Price will be adjusted if required in accordance to clause 13.4.
- 13.13 The Company will make up to 4 deliveries of Products the subject of a Commercial Order at no cost to the Customer. Additional deliveries agreed between the parties may incur an additional fee, determined by the Company. All deliveries are to a ground floor loading bay, or equivalent only.
- 13.14 In accordance with clause 7.9, the Customer must inspect the Products on delivery. In addition, where the Customer believes the Products delivered do not match the Order regarding style, colour and format, the Customer must notify the Company in writing within 7 days of delivery of any such discrepancy. The Company may ask for photographic evidence and the Products must be available for return in the original packaging.
- 13.15 All Products must be installed, at the cost of the Customer, by a fully qualified and licensed tradesman in accordance with the Company's installation instructions. The Customer's failure to comply with the terms of this clause may affect the warranty given by the Company.
- 13.16 If the Customer wishes to return a Product, it must first obtain a return authority from the Company (“**Return Authority**”).
- 13.17 Products returned unopened will incur a restocking fee of 15% of the RRP unless the Customer has failed to obtain a Return Authority, in which case a restocking fee of 40% of the RRP applies.
- 13.18 Products not in original packaging and approved for return by the Commercial Manager of the Company will incur a restocking fee of 40% of the RRP.

14 Assignment

Any Contract is personal to the Company and may only be assigned by the Customer with prior written consent of the Company. The Company may assign any Contract without the consent of the Customer.

15 Waiver

No neglect, delay or indulgence on the part of a party in enforcing these Conditions shall prejudice the rights of that party or be construed as a waiver of any such rights.

16 Severability

If anyone or part of these Conditions is illegal, invalid or unenforceable it shall be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it shall be severed from these Conditions, but in any event the remaining Conditions and any other provisions of the agreement of which these Conditions form part shall remain in full force and effect.

17 Whole Agreement

In relation to the subject matter of these Conditions, these Conditions supersede all oral and written communications by or on behalf of any of the parties.

18 Governing Law

The Conditions and any agreement of which they form part are governed by and must be construed in accordance with the laws which apply in the State of Victoria and the parties submit to the jurisdiction of that State.



V-ZUG AUSTRALIA PTY LTD - WARRANTY STATEMENT

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Please also note that this warranty is in addition to other rights and remedies that as a consumer you may have under a law in relation to products of V-ZUG Australia Pty Ltd ("Products"). V-ZUG Australia Pty Ltd (ABN 18 136 397 889) ("V-ZUG") provides a warranty in respect of quality of its Products on the following terms:

Warranty Period:

The warranty period is 24 months for all Products excluding Products used in "semi-commercial" conditions, as deemed by V-Zug, (products used for purposes that are not of a private nature), where the warranty period is 6 months from the date of installation. The warranty period commences from the date of delivery or the date of installation for non-commercial Orders, whichever is the later. The warranty period for a Commercial Order commences at the time of issue of the "Certificate of Occupancy" or "date of first use" as deemed by V-Zug, whichever is applicable. Replacements supplied and repairs carried out by V-ZUG do not extend the original warranty period for the Product. However, the warranty period for the part which was replaced commences on the date on which the part is installed. Where Products are relocated or reinstalled after their initial installation, this does not result in a new warranty or an extension of the current warranty for the Products.

Contact details of V-ZUG for warranty claims:

2/796 High St, East Kew, Vic, 3102
T: (03) 9832 7500 E: service.au@vzug.com

What you must do to claim under the warranty:

To be entitled to claim under this warranty, you must ensure that:

- you are the original purchaser, or for Commercial Orders you have the "Certificate of Occupancy" issued by the developer;
- you are in possession of the Product;
- you have examined the Product upon delivery and installation; and
- instructions issued by V-ZUG have been complied with, including without limitation, the Product has not been subject to improper use or operation.

To claim under this warranty, you must contact V-ZUG customer service within the warranty period. When making the claim, you must provide V-ZUG with:

- customer name, contact details and proof of purchase (invoice number), or for Commercial Orders the "Certificate of Occupancy" issued by the developer;
- for non-commercial Orders, evidence of the date of delivery or installation of the Product, whichever applies;
- a short description of the alleged defect;
- FN No and photographs of the defective Product.

What V-ZUG must do under the warranty:

If a V-ZUG Product is found to be defective, or does not meet the specifications as advised at the time of sale, during the applicable warranty period, V-ZUG will at its discretion repair or replace the defective Product, or parts of the Product.

Expenses:

If the Product is found to be covered by the terms of this warranty:

- you will not be obliged to make any payments in respect of any work performed by V-ZUG during the normal business hours stated below; and
- V-ZUG will be responsible for the cost of the replacement part and shipment to the original place of delivery provided for under the purchase contract

If you request that the replacement part be sent to a location other than the original place of delivery provided for under the contract, you are responsible for any associated transport costs. If you make a claim under this warranty and the Product is found not to be covered by the terms of this warranty, then you must pay V-ZUG's usual costs of service work, inspection and testing as well as the cost of the replacement part and shipment to the original place of delivery provided for under the contract.

Any replaced parts become the property of V-ZUG and must be returned to V-ZUG.

V-ZUG Products presented for repair may be replaced with refurbished Products of the same type, rather than being repaired. Refurbished parts may be used to repair the Products.

Timing of repair work performed under this warranty:

V-ZUG will carry out any warranty work during the following hours:

- Normal business hours from Mondays to Fridays 8am to 5pm, and outside these hours and on public holidays available upon request.

Exclusions:

Unless a defect is caused by actions of V-ZUG, V-ZUG shall not be liable under this warranty for defects attributable to, amongst other things, any of the following causes:

- a) Fair wear and tear;
- b) Defects and damage to Products caused by accident, misuse, negligence, natural calamity, regardless of whether the defects or damage were caused unintentionally or otherwise;
- c) Damage or defects caused by using parts, components or accessories other than genuine V-ZUG parts or parts which are specifically approved by V-ZUG;
- d) Incorrect or negligent use of the Products or, in the case of household Products, commercial use;
- e) Damage or defect caused by use or operation of the Products after a defect has occurred or has been discovered;
- f) Damage or defects caused by exposure to noxious and aggressive materials, dust, residues, excessive voltage, heat, atmospheric conditions or other forces or environmental factors (including vermin damage) howsoever outside V-ZUG's control;
- g) Damage or defects caused by faults in water and electricity supplies to the Products;
- h) Damage or defects caused by attempted repair of the Products other than by V-ZUG or contractors authorized by V-ZUG ("**Authorised Service Agents**");
- i) Damage or defects caused by freight, transportation or mishandling in transit (other than where V-ZUG is responsible) or where the Products have been requested to be moved to a new position or location after installation;
- j) Damage or defects caused by change, alteration or modification to Products or any of its components/parts other than by V-ZUG or Authorised Service Agents, which in the sole opinion of V-ZUG affects the operation, performance or purpose for which the Product was manufactured;
- k) Vandalism and intentional damage to the Products;
- l) Unsatisfactory conditions of use of the Products, including not following or adhering to operator's or instruction manuals or performing operator's duties;
- m) You fail to grant V-ZUG or its Authorised Contractor reasonable access to the site where the Product is located, to allow V-ZUG to inspect and carry out repairs of the Product;
- n) Operator maintenance as defined by instruction manuals, which is not undertaken by the operator;
- o) Any other circumstances beyond V-ZUG's control.

V-ZUG will not be liable under this warranty for acceptable industry variances or slight defects which generally do not affect the performance or reliability of the V-ZUG Products

In relation to any claim under this warranty V-ZUG accepts no liability for any loss, damage, cost, loss of profits, anticipated savings, wasted expenditure, loss of contracts with third parties, goodwill or any type of special, indirect or consequential loss ("**Loss**") whether suffered by you or by any third party and whether or not V-ZUG was aware that such Loss was possible or such Loss was otherwise foreseeable. V-ZUG will not be liable for loss or damage that can be attributed to your negligence or where you provide incomplete or incorrect information concerning the environmental or operating conditions of the installation site which influence the functionality of V-ZUG's Products.

This warranty does not apply to consumables such as batteries, filters or globes.