

## Interpretation

“Banlaw” means Banlaw Pty Limited, ABN 88 062 044 071 and any of its related companies.

“Buyer” means any person who purchases any Products from Banlaw or an authorised distributor or agent of Banlaw.

“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.

Unless otherwise expressly agreed by Banlaw (in writing, signed by Banlaw), this warranty is given subject to Banlaw’s General terms and Conditions of Trade, a copy of which can be requested from Banlaw, or found at [www.banlaw.com](http://www.banlaw.com).

## Product Warranty

Banlaw warrants that, subject to the operation of the balance of this warranty, at the time of dispatch of the Products from its warehouse or other distribution point agreed in writing by Banlaw, the Products are free from defect in materials and workmanship.

This warranty will remain valid for (and all claims on this warranty must be notified to Banlaw in writing within):

- In the case of the Banlaw electronic hardware and Banlaw system software, the period of twelve (12) months from the date of delivery to the Buyer.
- In the case of Banlaw consumable product lines, the period of six (6) months from the date of delivery, or the period of ninety (90) days from the date the products are placed in service, whichever period expires first. Consumable product lines include:
  - Nozzles
  - Receivers
  - Vents
  - Oil Couplings
  - Break Away Valves

## Service Warranty

Banlaw warrants that, subject to the operation of the balance of this warranty, at the time of practical completion of any services performed by Banlaw on its Products (such date to be determined by Banlaw acting reasonably), those services will be free from defect in materials and workmanship.

This warranty will remain valid for (and all claims on this warranty must be notified to Banlaw in writing within) a period of ninety days from the date of practical completion determined pursuant to the preceding paragraph or the date the Products are placed back in service, whichever period expires first.

## Cap on Warranty Periods

Banlaw advises that where it is required to undertake repair work, or re-supply of products or services within a warranty period, and a fresh warranty is deemed to have been granted on the repair work or re-supply, then the aggregate of all warranty periods in those circumstances will not exceed 18 months from the commencement of operation of the very first warranty period. For the avoidance of doubt, this warranty will not continue to renew, roll over or suspend upon each new claim made by a buyer (in excess of an aggregate 18-month period).

## Third Party Manufactured Goods

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

Notwithstanding the immediately preceding paragraph, Banlaw will use reasonable endeavours to procure for the Buyer from relevant third parties the benefit of any standard warranties or defect liability periods normally attaching or applying to any such goods or services. However, Banlaw will not be responsible for the substance of any such warranty or defect liability period, or for any cost, loss, liability or other damage incurred directly or indirectly by the Buyer as a result of any such warranties or defect liability periods not being enforceable by the Buyer to any extent.

Whilst Banlaw will use reasonable endeavours to liaise with third party manufacturers on behalf of the Buyer, Banlaw will not be responsible for negotiating any particular warranties on the buyer's behalf.

The Buyer is liable for any transport costs in returning products the subject of a warranty claim to Banlaw (or a third party manufacturer as the case may be), and in Banlaw (or a third party manufacturer as the case may be) returning Products under warranty to the Buyer and in having those Products reinstalled or placed back in service.

## Limitations and Exclusions

To the extent to which they may be excluded by law, all express and implied warranties, guarantees and conditions under statute or general law 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 Fuel Management Software, Banlaw specifically excludes any express or implied warranty to the effect that it is free from any computer viruses or any other such defects or errors.

To the fullest extent permitted by law, Banlaw is not liable to the Buyer for, and the Buyer releases Banlaw from or in retrospect of any liability, cost, loss, expense or damage of any kind (**Claim**) incurred or suffered directly or indirectly in relation to the Products or related services or arising out of any act or omission of Banlaw or any of its employee's, officers or agents unless that Claim is a direct result of the negligence of Banlaw or a breach of an express warranty of Banlaw.

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

Any warranty provided by Banlaw does not apply to any damage or defects in the Products or services arising:

- from fair, wear and tear;
- if the Products have been not been used or maintained strictly in accordance with the more stringent of Banlaw's operating and maintenance instructions, industry best practice or under normal working conditions;
- if the Products have been misused, modified, altered, improperly installed, stored or used, abused, dismantled, neglected, electrically or otherwise overloaded, interfered with, or used with unsuitable lubricant;
- from a failure by the Buyer to notify Banlaw of a defect promptly;
- from continued use of the Products after a defect was detected or ought to have reasonably been detected; or
- if the Products have been repaired, modified, altered, reconditioned, dismantled, interfered with or attempted to be corrected by a person other than Banlaw or a Banlaw Accredited Repairer.

Where any statute or law implies warranties or conditions more onerous than those contained in this warranty, which cannot be lawfully modified or excluded ('Non-excludable Condition') then this warranty will be read subject to such Non-excludable Conditions. Where such statute or law permits, Banlaw limits its liability to the Buyer for compliance with such Non-excludable Condition at Banlaw's option to one or more of the following:

- (a) Where relating to services, re-performing the services or paying for the re-performance of the services or equivalent services; and/or
- (b) Where relating to Products, re-supplying the Products or paying for the Products or equivalent Products to be re-supplied.

In any event, Banlaw's total liability to the Buyer under this warranty will not exceed the original purchase price received by Banlaw for the Product or Service the subject of the warranty claim.

Notwithstanding any of the above, the parties agree that Banlaw will under no circumstances be liable to the Buyer for any indirect or consequential loss, loss of income, profit or opportunity or for any contingent, consequential direct/indirect special, or punitive damages arising out of or in connection with the Products or services supplied by Banlaw under this Policy, at law or in equity.

In addition to the above, in relation to the Banlaw System Software, this warranty does not apply to any damage or defects arising from any alterations or customisations required by the Buyer, 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 Buyer does not fit the nozzle and receiver caps when refuelling is not taking place.

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

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

Except for the benefit conferred on the Buyer in this warranty, the Buyer indemnifies Banlaw for any liability or cost incurred by Banlaw as a result of:

- (a) any Claim arising out of or in any way related to the Buyer's use of the Products or services completed by Banlaw;
- (b) any breach by the Buyer of any terms and conditions applying to the supply of the Products or services,

provided however that the Buyer's liability to indemnify Banlaw under this clause will be reduced proportionally to the extent that any negligence of Banlaw directly contributed to the liability.

Approval Date: March 11, 2021

Bill Clifton

Managing Director