

1. This warranty is given by Minetec Pty Ltd ("**Minetec**") of Unit 2, 29 Wellard Street, Bibra Lake, Western Australia, Australia, + 61 8 9259 4955, minetec@minetec.com.au.
2. It applies to any product manufactured by Minetec ("the **Product(s)**"), or any service provided by Minetec ("**Service(s)**") in accordance with and subject always to the Minetec's Standard terms and conditions of sale ("**Terms**").
3. Subject to the Terms and this document, the warranted period for a Product or a Service shall be known as the "**Warranty Period**" respectively. Minetec warrants a:
 - a. Product for a period of twelve (12) months after shipment from the factory; and
 - b. Service for a period of three (3) months after the provision of that Service.

To avoid any doubt, where a Product's Warranty Period is referred to that period is twelve (12) months and where a Service's Warranty Period is referred to that period is three (3) months.

4. Minetec warrants that the Product(s) and Service(s) respectively will:
 - a. function properly under normal use;
 - b. be free from defects in materials or workmanship;
 - c. conform to the published specifications; and
 - d. conform to any additional specifications agreed to in writing by the parties.
5. In the event that the Product(s) fails to perform as warranted at any time during the Warranty Period, Minetec will, at its option:
 - a. replace the Product(s) or supply equivalent Product(s);
 - b. repair the Product(s);
 - c. pay the cost of replacing the Product(s) or of acquiring equivalent Product(s); or
 - d. pay the cost of having the Product(s) repaired.
6. In the event that a Service(s) fails to perform as warranted at any time during the Warranty Period, Minetec will at its option:
 - a. repeat the service event; or
 - b. undertake another service event to replace and or repair a defect.
7. Except as referred to in these warranty terms and any other written terms and conditions that may apply to the supply of the Product(s) or the provision of a Service(s), the above remedies are the sole and exclusive remedies for any breach of warranty, to the maximum extent permitted by law. Minetec is not responsible for any direct, special, incidental, or consequential damages loss or damage resulting from any breach of warranty or under any other legal basis (including but not limited to loss of profits, goodwill, damage to or replacement of product(s) and property) even if Minetec has been advised of the possibility of such damages.
8. This warranty is given voluntarily by Minetec and is separate from and additional to the consumer guarantees provided for under the Australian Consumer Law. Our Product(s) and Service(s) come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure. You are also entitled to have the Product(s) repaired or replaced if the Product(s) fail to be of acceptable quality and the failure does not amount to a major failure.

9. All warranty claims must be authorised in writing by Minetec before any repair, support, maintenance or technical assistance is undertaken. Product warranty returns will only be accepted if:
- Minetec has agreed that the Product(s) does not conform to the warranty set out in clause 4 above; and
 - Minetec receives a notification within the Warranty Period and the Product(s) is returned within 3 months of such notification;
 - the Product(s) is returned in as close a condition to that in which the Product(s) was delivered as is reasonably expected;
 - the Product(s) are returned to Minetec and the returning party is responsible for any and all costs of returning the Products to Minetec or a nominated representative at Minetec's sole discretion; and
 - in returning such Product(s) under clause 9d, the returning party is responsible for the collection and transport of all warranty returns.
10. In the event that Product(s) are returned to Minetec for warranty repairs under clause 9 and such Product(s) are not then collected by the returning party, Minetec may, after a period of 1 year of the repair date, dispose of such Product(s) at its discretion.
11. All warranty claims in respect of a Service(s) must be authorised in writing by Minetec before any repair, support, maintenance or technical assistance is undertaken. A Service warranty will only be accepted if:
- Minetec has agreed that the Service(s) does not conform to the warranty set out in clause 4 above; and
 - Minetec is notified within the Warranty Period;
 - an inspection and assessment reveals the condition is consistent with the original as is reasonably expected; and
 - in the case of a site visit being required and agreed to, the party pays for all costs for Minetec or a nominated representative to mobilise to and return from site.
12. This warranty does not include, and Minetec will not be liable in relation to:
- Product(s) supplied by Minetec which is not designed or manufactured by Minetec (Minetec will, however, provide reasonable assistance to the user of such product(s) to enable them to pursue the product(s) full benefit of any warranty given by the manufacturer); or
 - any failure, to the extent that the failure is not a failure of the Product(s) or Service(s) to perform in accordance with its specifications; or
 - any failure, if the Product(s) or Service(s) has been modified or operated outside of Minetec's specifications; or
 - damage to the Product(s) or subsequent damage after a Service(s) due to external causes including accidents, problems with electrical power, mechanical or environmental conditions, usage not in accordance with Product(s) or Service(s) instructions, misuse, neglect, alteration, repair or improper testing; or
 - any costs associated with repair or replacement of the Product(s) incurred by users, including labour, installation or other costs incurred by users and in particular any costs relating to the removal or replacement of the Product(s) that is attached or otherwise affixed to any other object; or
 - replacement or repair of any consumables (including batteries and cables), or lost parts or accessories unless these were the defective item supplied as part of a Service(s); or

- g. service and support of any software operating system or application installed on any Product(s), except to assist in restoring the Product(s) to its factory default settings; or
 - h. any third party technical support or maintenance of the Product(s) where such third parties are not authorised by Minetec to carry out such work/support.
13. This warranty will not apply where the damage, malfunction, defect or failure of the Product(s) or Service(s) is the result of:
- a. installation, operation, maintenance or use other than in accordance with Minetec's instructions and any specifications provided with the Product(s) or Service(s);
 - b. modifications, alterations, accident, misuse, abuse, fire, liquid spillage, incorrect adjustment or configuration, use on an incorrect voltage, power surges and dips, thunderstorm activity, force majeure, voltage supply problems, tampering or unauthorised repairs by any person, use of defective or incompatible accessories, the operation of a computer virus of any kind, exposure to abnormally corrosive conditions or entry by any insect, vermin or foreign object in the Product(s) or Service(s); or
 - c. any third-party software or hardware not contained in the Product(s) or Service(s) as originally configured by Minetec; or
 - d. transportation of the Product(s).
14. In the case of Software (as defined in the Terms), Minetec will make a determination regarding any deficiency brought to Minetec's attention during the Warranty Period and will incorporate any resolution into a future Software release. The timing for any such release(s) will be driven by Minetec's Software release cycle. In the case of a future Software releases Minetec will supply the Software to the relevant party. The relevant party will be responsible for the installation and deployment.
15. This warranty replaces all other warranties in respect of the Product(s) and Service(s). Subject to the matters set out in these warranty terms, and to the extent permitted by law, Minetec disclaims all other warranties, express or implied including (without limitation), the implied warranties of merchantability, fitness for a particular purpose, non-infringement, course of dealing and usage of trade.
16. Any Product(s) or Service(s) which is repaired or replaced under these warranty terms will be warranted only until the expiry of the original Warranty Period applicable to the Product(s) or Service(s) prior to it being repaired or replaced.