



WARRANTY VALIDATION:
Please read, sign and return this Warranty with your order. failure to do so will invalidate the warranty offered on your purchase.

LIMITED WARRANTY AND LIMITATION OF LIABILITY

Turtle-Pac Pty. Ltd. warrants that while the goods remain in the possession of the Purchaser the Product will, with proper installation, use and regular maintenance, be free from defects due solely to faulty workmanship or materials for a period of twenty four (24) months from the date of delivery to the Purchaser.

Turtle-Pac Pty. Ltd.'s sole obligation under this warranty is limited to, at Turtle-Pac Pty. Ltd.'s option, repairing or supplying replacement part(s) found to be defective, at Turtle-Pac Pty. Ltd.'s cost, provided that:

- (1) *The defect was not caused in whole or in part by any alteration, repair or other adjustment performed by any person other than the authorised representative(s) of Turtle-Pac Pty. Ltd. and*
- (2) *The Purchaser shall bear the cost of shipping to Turtle-Pac Pty. Ltd.'s authorised representative in connection with the repair or replacement of the defective part(s).*

Turtle-Pac Pty. Ltd. shall use best efforts to cause such replacement(s) and/or repairs(s) to be completed within thirty (30) days of receipt of the part(s) from Purchaser.

EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, TURTLE-PAC PTY. LTD. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTIES MAY BE FOUND TO EXIST NOTWITHSTANDING THE EXPRESS DISCLAIMER CONTAINED IN THIS PARAGRAPH, SUCH WARRANTIES ARE LIMITED IN DURATION TO A PERIOD OF 24 MONTHS FROM THE DATE OF DELIVERY TO THE PURCHASER.

THE TURTLE-PAC PTY. LTD. PRODUCT SHOULD BE INSTALLED, USED AND MAINTAINED STRICTLY IN ACCORDANCE WITH THE INSTRUCTIONS AND WARNINGS CONTAINED IN THE PRODUCT USER INSTRUCTIONS. TURTLE-PAC PTY. LTD. WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM IMPROPER INSTALLATION, USE OR MAINTENANCE OF THE PRODUCT. IN NO EVENT SHALL TURTLE-PAC PTY. LTD.'S LIABILITY EXCEED THE CONTRACT PRICE OF THE PRODUCT.

"HIRE OR LENDING OF TURTLE-PAC TO THIRD PARTIES"- THE MANUFACTURER PROVIDES NO WARRANTY WHATSOEVER TO THE ORIGINAL PURCHASER IF THE PRODUCT IS HIRED OR LOANED TO A THIRD PARTY WITHIN THE WARRANTY PERIOD BY THE ORIGINAL PURCHASER. THE MANUFACTURER DOES NOT ACCEPT ANY LIABILITY WHATSOEVER IN RESPECT OF PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE THAT MAY BE CAUSED BY THE USE OF THE PRODUCT IN THESE CIRCUMSTANCES.

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I have read and understand the conditions as outlined above and I agree to these conditions.

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Signature

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Name

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Date