

1.0 STANDARD WARRANTY CONDITIONS

Omni Group stretch wrapping machines are warranted to be free from manufacturing defects for a period of:

- New machines – (1) year from the date of installation;
- Used machines – (3) months from the date of installation;
- Rental Machines – see rental agreement for warranty period;

if installed, maintained and used in accordance with factory specifications.

Except as stated herein, Omni Group makes no other warranty, expressed or implied, neither does it assume nor authorize anyone else to assume for it, any other obligation relating to Omni Group or equipment.

Omni Group makes no warranty as to fitness of equipment for non-standard applications. The remedy for breach of warranty is limited to servicing or replacement only and shall not cover any other damages, including but not limited to the loss of profit, special or incidental, consequential, and other similar claims. Parts determined to be consumable or naturally wearing parts are not covered by warranty. Paints, coatings and finishes are not deemed to be covered by warranty unless they show signs of failure in factory application.

2.0 ADDITIONAL TERMS & CONDITIONS

These standard warranty terms and conditions are to be read as:

- a) In lieu of any publicly advertised warranty terms
- b) In lieu of any conditions listed in signed sales or rental agreements
- c) Additional to any rights and remedies that the customer may have under Australian Consumer Law and other laws

3.0 REPAIRS OR REPLACEMENTS

Omni Group will, at its option, repair or replace any defective parts returned freight prepaid, subject to factory inspection and maintains the right to determine cause of failure.

Parts fitted to machines to maintain production before a warranty claim is assessed to determine cause of failure in factory will be invoiced to the customer (parts and labour if Omni Group fit parts) and credited if the part is determined to meet warranty claim criteria. The customer is required to present a Purchase Order at the time the parts are replaced before the warranty is settled.

Any invoiced claims left unpaid if the factory acceptance is not deemed to be warranty (in writing) need to be settled immediately.

4.0 PARTS RETURNS

Defective parts must be returned to Omni Group within thirty, (30), days of shipment of a replacement and must be returned prepaid in their original state. (Damage in transport is the responsibility of the carrier and is not covered under our warranty.) Where the customer has disassembled the machine, photos showing the parts in situ are to be sent to Omni Group. Defective parts that are incomplete, have been disassembled, damaged during removal, or otherwise tampered with, will not be covered under warranty, unless otherwise stated in writing by Omni Group.

5.0 EXCLUSIONS

This warranty does not apply to equipment or parts supplied which, in the judgment of Omni Group has:

- a) damages caused by incorrect supply voltage, compressed air services, water ingress, normal wear or impact.
- b) misuse, neglect, repairs or operation by untrained personnel.
- c) been moved or relocated within a facility or to another site by others than Omni Group representatives within the warranty period.
- d) modifications or additions by the customer or their agents.
- e) extraordinary wear and tear, operation in excess of the Equipment's rated capacity or operation outside the Equipment manufacturer's guidelines.
- f) been damaged as a result of failure to install and/or operate the Equipment in accordance with the Equipment manufacturer's guidelines, including using non OEM parts;
- g) any servicing, alteration, tampering with the Equipment or its parts or repair of the Equipment by a person other than Omni Group or Omni Group's authorised agent or nominee;
- h) experienced neglect, abuse, accident or improper installation;
- i) is exposed to theft, vandalism, or deliberate, negligent or reckless damage to the Equipment by any person;
- j) suffered any Act of God or act outside Omni Group 's reasonable control.
- k) been on sold from the initial purchaser even if within the initial warranty period.
- l) Damages caused by use in improper operating environment or detrimental changes to the operating environment after installation.

6.0 WARRANTY CONDITIONS

- a) To make a claim, Customer must make a claim in writing to Omni Group at the address set out in the equipment contract.
- b) Except to the extent expressly set out in these Terms, Customer will be responsible for all other costs associated with making a claim of warranty.
- c) Repairs and service calls pursuant to this warranty will be carried out during normal working hours, excluding public holidays, at no expense to the Customer unless otherwise expressed. Repairs and service calls outside normal working hours and on public holidays will be charged by Omni Group at Omni Group's rates as may be advised from time to time.
- d) Total travel time in excess of one (1) hour will be charged if the Customer cannot remove and refit the replacement parts or cannot schedule the works for a time when an Omni Group representative is locally available.
- e) Omni Group gives no warranties as to the Equipment or Services supplied by Omni Group except to the extent expressly set out in these Terms.
- f) The Customer acknowledges and agrees that no Omni Group Member nor any of their respective Representatives have made any representation or given any promise or undertaking which is not expressly set out in these Terms, an Offer, Agreement or Rental Schedule as to the fitness of the Equipment for any particular purpose or any other matter.
- g) During the Standard Warranty Term listed above in clause 1, Omni Group agrees to perform without charge, all repairs necessary to keep the Equipment in good operating condition or, at its discretion, to replace it with equivalent equipment, except where such repair or replacement is required as a result of any of the items listed in clause 4.0 and they have understood and met the requirements listed within the clauses of this document.