

# Information Bulletin

## Terms of Warranty and Repair

14th November 2009

For the purposes of this document:

- “Company”** means Invensys Rail Pty Ltd, 78 000 102 483.
- “Purchaser”** means the party to whom the Company is supplying equipment
- “Contract”** means the contract between the Company and the Purchaser, inter alia, for the supply of equipment
- “Warranty Period”** means the warranty or defect liability period specified in the Contract or where none is specified then the Warranty Period shall be a period of one (1) year.
- “Works”** has the meaning given to it in the Contract.
- a) Except as set out below, the Company’s liabilities (if any) in relation to the Contract following the take-over of the Works by the Purchaser shall be limited to those matters expressly referred to in the Contract.
- b) The Company hereby warrants that any equipment supplied by it pursuant to the Contract as part of the Works shall be free from defects in materials, design or workmanship for the Warranty Period commencing from the date of take-over of the Works by the Purchaser.
- c) Should any such defects arise, the Company’s liability for any loss, injury, damage, expense or other claim (whether arising in contract, tort or otherwise) arising out of the supply of such defective equipment shall be limited to making good the defective equipment by repair or replacement (at the option of the Company) and with all reasonable speed.
- d) The Company shall have no liability for any loss or damage caused by the defective equipment or in connection with any site work, loss of use (including train delays and disruption), dismantling/extraction costs or other associated costs arising as a result of the equipment failure.
- e) The Company shall have no liability where the defect is attributable to wear and tear, tampering, any alteration or repair carried out without the Company’s prior written

consent or any misuse or neglect of the equipment which is inconsistent with the Company's documented recommendations.

- f) The Company's obligation to repair or replace defective equipment is subject to the Purchaser returning the defective equipment to the Company's works (at the Purchaser's cost) with the serial numbers and any seals intact.
- g) Where the defective equipment cannot reasonably be removed from site then on receipt of written notice of such defect, the Company will make appropriate arrangements with the Purchaser to attend on site to repair or replace the defective equipment.
- h) Should any defect be attributable to causes outside the responsibility of the Company, then the full costs of handling, assessment and repair shall be chargeable to the Purchaser at the Company's normal rates.
- i) Repaired or replaced items shall have their warranty pursuant to Paragraph b above extended by three months or until the date when the original Warranty Period would have expired, whichever is the later provided that the warranty shall not in any event extend beyond 12 months from the end of the original Warranty Period. The warranty extension on repaired items extends only to the part of the equipment which was the subject of repair. The warranty is not extended to subsequent faults which are unrelated to the original fault(s).
- j) The need to adjust any equipment that normally requires initial adjustment upon installation or which is otherwise identified as being subject to adjustment shall not be considered a defect and shall not extend the warranty period for such equipment.

The warranty set out in paragraph b) above shall apply to the exclusion of any other warranty or condition, whether express or implied, and to the maximum extent permissible by law.