



TERMS & CONDITIONS

Terms and conditions of the sale of goods, supply and services for Eco Jemss Pty Ltd ABN 93 169 468 464 (Eco Jemss)

1. Binding terms and conditions

The only terms which are binding upon Eco Jemss are those set out in these terms and conditions or otherwise agreed to in writing by Eco Jemss and those, if any, which are imposed by law and which cannot be excluded.

2. Status of price list

Any quotation or price list of Eco Jemss is not an offer to sell but is an invitation to treat only and Eco Jemss reserves the right to accept or reject in its absolute discretion any orders which may be received by it.

3. Acceptance by Eco Jemss

All orders are subject to acceptance by Eco Jemss within 30 days of receipt of the Purchaser's order.

4. Cancellation of orders

Orders cannot be cancelled without Eco Jemss's written consent and then under terms that will indemnify Eco Jemss against any losses.

5. Goods and services tax

Unless GST is expressly included, the purchase price for any supply made under or in connection with these terms and conditions does not include GST in which case, the purchase price is increased by the GST payable and must be paid at the same time

6. Delivery at store

Unless otherwise specified in writing, delivery is at Eco Jemss's store, and the cost of transportation of the goods must be paid by the Purchaser.

7. Delivery charges where not at store

Where a place of delivery other than at Eco Jemss's store is specified in writing, the Purchaser must pay the costs of transportation of the goods to the place of delivery at the same time as, and in addition to, the price.

8. Delivery date

Any specified delivery date is an estimate only. Eco Jemss is not liable for any delay in delivery.

9. Storage

Should storage by Eco Jemss of goods be necessary due to the Purchaser being unable to accept delivery on the agreed delivery date, a progress payment equal to 90% of the cost of such goods stored will be payable by the Purchaser within 30 days of the original agreed date. The Purchaser will pay all reasonable storage and insurance charges in relation to goods/materials which are stored by Eco Jemss on the Purchaser's behalf.

10. Acceptance by Purchaser

The Purchaser must inspect the goods immediately upon delivery and must within 7 days give written notice to Eco Jemss of any claim that the goods are not in accordance with the contract. Otherwise, to the extent permitted by law, the goods must be treated as accepted by the Purchaser and the Purchaser must pay for the goods in accordance with these terms and conditions.

**11. Variations**

11.1 If the Purchaser requires any variation to an order after acceptance it must notify Eco Jemss of the variation required but such variation will not be effective unless and until Eco Jemss and the Purchaser agree in writing as to the amount by which or manner in which the price is to be varied as a consequence.

11.2 Eco Jemss may make changes to its products, their delivery or packaging:

- (1) without notifying the Purchaser if the changes improved the products or do not substantially deviate from the original specifications for the products; or
- (2) in any other case, with the Purchaser's approval.

11.3 Any attempt by the Purchaser to unilaterally vary the content of an order or these terms and conditions is void.

12. Payment terms

(1) Subject to clause 11, the purchase price will be as specified in the quotation.

(2) Unless otherwise stated in the quotation, if the purchase price:

- (a) exceeds AUD 80,000, then the Purchaser must pay a deposit of 50% of the price of the goods on the date of the Placed order, a further 40% of the price on delivery, and the balance 10% (including any amounts payable under clause 9) due on installation; or
- (b) does not exceed AUD 80,000, then the Purchaser must pay the purchase price within 30 days of the date of the invoice.

(3) The provision of credit to the Purchaser will be subject to the prior approval of, and on terms specified by, Eco Jemss in its absolute discretion.

(4) In the event of late payment the Purchaser will pay all reasonable expenses incurred to Eco Jemss Pty Ltd including, but not limited to, debt collection expenses and legal costs (including the costs of any associated litigation and court costs).

13. Interest

Eco Jemss is entitled to charge the Purchaser interest at the rate which is equal to the base rate charged by Eco Jemss's bank plus 2% per annum on any unpaid amount payable under these terms and conditions on and from the date on which it was due to be paid

14. Suspension of credit

Eco Jemss may at any time suspend credit to a Purchaser without any reason being given for its action at which time all monies then owing to Eco Jemss by the Purchaser will be repayable immediately.

15. Credit limit

Eco Jemss will be entitled to vary the limit of credit afforded to a Purchaser at any time and any credit sum then outstanding in excess of the Purchaser's credit limit will be repayable immediately.

16. Terms applying to all returns

The Purchaser must not return any goods which the Purchaser claims are not in accordance with the contract (whether or not the goods are treated as accepted by the Purchaser) unless Eco Jemss has first given its written approval. Their return must then be with freight and cartage prepaid by the Purchaser.

17. Returns where goods accepted

If Eco Jemss has given its written approval to the return of goods treated as accepted under clause 10:

- (1) credit will only be given for goods returned in a saleable condition; and
- (2) a handling charge equivalent to 25% of the price of the goods returned may be charged.



18. Returns where goods not accepted

If Eco Jemss has given its written approval to the return of goods which are not treated as accepted by the Purchaser under clause 10 Eco Jemss must refund the freight and cartage to the Purchaser if the Purchaser's claim is found to be valid.

19. Risk and insurance

Goods supplied are at the Purchaser's risk immediately on delivery to the Purchaser, into the Purchaser's custody or to a storage location because the Purchaser is unable to take custody of the goods (whichever is the sooner). The Purchaser must insure the goods at its cost from delivery of the goods and when the Goods are in storage, until they are paid for in full against such risks as it thinks appropriate (noting Eco Jemss's interest on the policy) and produce a certificate to this effect to Eco Jemss on request.

20. Retention of title

Regardless of delivery or possession, property in goods supplied does not pass to the Purchaser until the money owing for those goods, and any other money owing by the Purchaser to Eco Jemss, has been fully paid. The Purchaser in the meantime takes custody of the goods and retains them as Eco Jemss's fiduciary agent and bailee. The Purchaser and Eco Jemss agree that this retention of title clause constitutes a Security Interest and a Purchase Money Security Interest pursuant to the Personal Properties Securities Act 2009 (Cth) (PPSA) and that the security interest applies in respect of the goods and also the proceeds from sale of the goods pursuant to other clauses of these terms and conditions.

21. Allocation of payments

Where the Purchaser does not make payment in respect of specific goods, payment must be treated as having been made first for goods which have passed out of the Purchaser's possession and then for whatever goods still in the possession of the Purchaser Eco Jemss elects.

22. Purchaser's obligations until paid for

Until the goods have been paid for in full the Purchaser:

- (1) must properly store, protect and insure the goods, including storing them in a manner that shows clearly that they are the property of Eco Jemss;
- (2) may sell the goods, in the ordinary course of its business, but only as fiduciary agent of Eco Jemss. The Purchaser has no authority to bind Eco Jemss to any liability by contract or otherwise and must not purport to do so. The Purchaser receives all proceeds, whether tangible or intangible, direct or indirect, of any dealing with the goods (including any proceeds from insurance claims) in trust for Eco Jemss and must keep the proceeds in a separate bank account until the liability to Eco Jemss is discharged; and
- (3) agrees not to sell, assign, charge or otherwise encumber or grant any interest over any obligations which any third party may owe to the Purchaser as a result of the use, manufacture or resale of the goods.

23. Use of goods in construction

(1) If the Purchaser uses any of the goods in a construction process of its own or a third party and sells the product of the construction process (Incorporated Product), then the Purchaser holds such part of the proceeds of the sale of any Incorporated Product as relates to any goods sold by Eco Jemss to the Purchaser and used in the construction process on trust for Eco Jemss. That part must be treated, for the purpose of quantifying how much the Purchaser holds on trust for Eco Jemss but for no other purpose, as being equal in dollar terms to the amount owing by the Purchaser to Eco Jemss at the time of the receipt by the Purchaser of the proceeds of sale for all goods sold by Eco Jemss to the Purchaser.

(2) If the amount owing by the Purchaser to Eco Jemss is greater than the proceeds of sale of the Incorporated Product the balance remains owing by the Purchaser to Eco Jemss.



24. Balance sale price remains a debt

If the sale price of all goods sold by Eco Jemss to the Purchaser is greater than the sum of:

- (1) the proceeds actually received by Eco Jemss in respect of all dealings by the Purchaser with the goods (including the sale of Incorporated Product referred to in clause 23); and
- (2) all other payments received by Eco Jemss in respect of the goods; the difference remains a debt owing by the Purchaser to Eco Jemss.

25. Reclaim possession if Insolvency Event occurs

Eco Jemss is entitled to reclaim possession of the goods, even if they have been paid for in full, in satisfaction of all debts owing to Eco Jemss, if any of the following events occurs (Insolvency Event):

- (1) the Purchaser defaults under these terms or conditions;
- (2) the Purchaser commits an act of bankruptcy;
- (3) a receiver is appointed to the Purchaser;
- (4) the Purchaser goes into liquidation, administration, or some other form of insolvency administration whether formal or informal;
- (5) the Purchaser ceases to carry on business; or
- (6) the Purchaser enters into a scheme or compromises with its creditors; without prejudice to any other rights of Eco Jemss.

26. Eco Jemss's authority to inspect and reclaim

The Purchaser irrevocably authorises Eco Jemss at any time, to enter any premises:

- (1) upon which Eco Jemss's goods are stored to enable Eco Jemss:
 - (a) to inspect the goods; and/or
 - (b) if the Purchaser has breached the contract, or has committed an Insolvency Event, to reclaim possession of the goods; and
- (2) to inspect and copy the Purchaser's records pertaining to the goods.

27. Goods attached to premises

Eco Jemss's property in the goods is not affected because the goods become fixtures attached to premises of the Purchaser or a third party, and if Eco Jemss enters those premises to reclaim possession of the goods, and incurs any liability to any person in connection with the entry or reclamation, the Purchaser indemnifies Eco Jemss against that liability.

28. Goods supplied on credit

Clauses 20 to 29 apply despite any arrangement between the parties under which Eco Jemss grants the Purchaser credit. Where Eco Jemss grants the Purchaser credit for a specific period the credit period is for that period or until the resale of the goods by the Purchaser or their use by the Purchaser in a construction process of its own or a third party, whichever is the earlier.

29. Action before property passes

Eco Jemss may commence legal action against the Purchaser if the goods are not paid for within Eco Jemss's usual credit terms or any separate arrangement for credit made by Eco Jemss with the Purchaser although property in the goods has not passed to the Purchaser.

30. Insolvency of Purchaser - when breach occurs

A breach of contract must be treated as having occurred if:

- (1) an application or order is made to or by a court or a resolution is passed for the winding up of the Purchaser or notice of intention to propose such a resolution is given; or
- (2) a controller (as defined in section 9 of the Corporations Act 2001) or an administrator under Part 5.3A of the



Corporations Act 2001 is appointed in respect of the Purchaser, or the whole or any part of its undertaking or property.

31. Application when credit arrangements

The provisions of clause 30 apply despite any arrangement between the parties under which Eco Jemss grants the Purchaser credit.

32. Conditions and warranties required to be binding

The only conditions and warranties which are binding on Eco Jemss in respect of:

- (1) the services supplied by it, its employees, servants or agents to the Purchaser; or
- (2) the state, quality or condition of the goods supplied by it to the Purchaser; or
- (3) advice, recommendations, information or services supplied by it, its employees, servants or agents to the Purchaser regarding the goods, their use and application;

are as set out in any written warranty provided by Eco Jemss to the Purchaser or those imposed and required to be binding by statute (including the Competition and Consumer Act 2010).

33. Limitation on liability

To the extent permitted by law, Eco Jemss's liability (if any) arising from the breach of the conditions or warranties referred to in clause 32 is, at Eco Jemss's option, limited to and completely discharged:

- (1) in the case of the goods, by either the supply by Eco Jemss of equivalent goods or the replacement of the goods supplied;
- (2) in the case of advice, recommendations, information or services, by supplying the advice, recommendations, information or services again; and
- (3) in the case of services, by paying the cost of resupply of the services or supplying the services again.

34. Exclusion of other conditions and warranties

Except as provided in clauses 32 to 35 all conditions and warranties implied by law in respect of the services and the state, quality or condition of the goods which may otherwise be binding on Eco Jemss are excluded.

35. Exclusion of consequential loss

Except to the extent provided in clauses 32 to 34, Eco Jemss has no liability (including liability in negligence) to any person for:

- (1) any loss or damage consequential or otherwise suffered or incurred by that person in relation to the goods or advice, recommendations, information or services; and
- (2) without limiting clause 35(1) any loss or damage consequential or otherwise suffered or incurred by that person caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind of or in the goods or advice, recommendations, information or services.

36. Indemnity

36.1 The Purchaser indemnifies Eco Jemss, regardless of any negligence of Eco Jemss, against:

- (1) all losses incurred by Eco Jemss;
- (2) all liabilities incurred by Eco Jemss; and
- (3) all costs actually payable by Eco Jemss to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by Eco Jemss in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal);

arising directly or indirectly as a result of or in connection with the supply of goods or services by Eco Jemss to the Purchaser unless caused by wilful misconduct on the part of Eco Jemss or any of its employees or agents acting within the scope of their employment.

36.2 The Purchaser must pay to Eco Jemss all liabilities, costs and other expenses referred to in clause 36.1, whether or not Eco Jemss has paid or satisfied them.



37. PPSA

37.1 Words in this clause 37 have the meaning given to them by the PPSA. The Purchaser agrees to, upon request by Eco Jemss, cooperate in good faith and provide all assistance necessary including signing documentation, to enable the registration, maintenance and amendment if necessary of any Security Interest arising because of this agreement in the Goods or the Proceeds of any dealing with the Goods including Goods purchased after the date of this agreement.

38 Eco Jemss terms and conditions prevail

38.1 The Purchaser agrees that these terms and conditions prevail over any purported terms and conditions of the Purchaser which may be found on a purchase order form, sales order form or on the website of the Purchaser (Purchaser's terms) notwithstanding:

- (1) These terms and conditions may be entered into prior to the execution of an order form of the Purchaser; and
- (2) Anything to the contrary in the Purchaser's terms.

39. Privacy

Where goods and services are supplied to the Purchaser on credit the Purchaser irrevocably authorises Eco Jemss, its employees and agents to make such enquiries as it considers necessary to investigate the credit worthiness of the Purchaser including (without limitation) making enquiries from persons nominated as trade referees, the bankers of the Purchaser or any other credit providers (Information Sources) and the Purchaser authorises the Information Sources to disclose to Eco Jemss all information concerning the Purchaser which is within their possession and which is requested by Eco Jemss.

40. Force majeure

If a party is prevented from or delayed in complying with an obligation (other than to pay money) by an event beyond its reasonable control, performance by it of that obligation is suspended during the time, but only to the extent that, compliance is prevented or delayed.

41. Entire understanding

41.1 These terms and conditions:

- (1) are the entire agreement and understanding between Eco Jemss and the Purchaser on everything connected with the subject matter of these terms and conditions; and
- (2) supersede any prior agreement or understanding connected with that subject matter.

41.2 Eco Jemss and the Purchaser have entered into these terms and conditions without relying on any representation by the other or any person purporting to represent the other.

42. Waiver

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

43. Governing law and jurisdiction

The law of Western Australia governs these terms and conditions. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and of the Commonwealth of Australia.

**Warranty Statement for Eco Jemss Pty Ltd ABN 93 169 468 464 (Eco Jemss)****1. Application of warranty**

1.1 This warranty statement covers:

- (1) the new goods purchased through Eco Jemss set out in clause 2.2; and
- (2) workmanship required to install the goods, sales support, maintenance, education and training that is connected with the goods, if provided;
- (3) but does not apply to the freight of the goods to the Purchaser's delivery location.

2. New goods

2.1 This warranty statement covers the following new goods for the relevant specified period;

- (1) single use disposable items have a warranty period of 30 days;
- (2) Sterilisers (healthcare, laboratory, bio-containment or pharmaceutical), Washer Disinfectors (single and multi-chamber), Cabinet Washer Disinfectors (trolley or container), Stand-alone or integrated steam generators, Water stills and pure steam columns, Drying cabinets, ultrasonic cleaners, heat sealers and other accessories, have a warranty period of 12 months;

3. Warranty

3.1 The Goods must:

- (1) be fit for the purpose for which goods of the same kind are commonly supplied and any other reasonable purpose made known to the seller;
- (2) be of merchantable quality and to be free from defect in material and workmanship; and
- (3) carry any applicable manufacturer's warranty which passes on to any Purchaser or customer from the Purchaser without liability to the Purchaser. Eco Jemss must assign to the Purchaser at the request of the Purchaser the benefit of any warranty or guarantee that Eco Jemss has received from any supplier (whether under contract or by implication or operation of law).

3.2 Unless otherwise agreed in writing, Eco Jemss undertakes to guarantee from defect the goods, including any ancillary components, supplied to the Purchaser and will at the Eco Jemss's discretion undertake to effect any repairs and or replacements necessary in order to maintain the goods in full working order for the relevant period specified above from the completion date of installation or commissioning (whichever is that later), subject to the following conditions:

(1) All claims are made directly to Eco Jemss immediately on discovering the defect and the Purchaser must have taken all reasonable steps to limit further defects or damage arising to and because of the goods including following any reasonable instructions given by Eco Jemss's representatives at the time of reporting the defect.

(2) Such repair work, unless otherwise agreed at the time of reporting the defect, will be carried out on site during normal working hours, i.e. Monday to Friday 7.30 am to 4.00 pm. The Purchaser must at all times ensure that adequate access is made available to Eco Jemss's representatives to inspect and where necessary effect repairs to the goods.

(3) At the discretion of Eco Jemss a request may be made to the Purchaser to provide an official purchase order to cover the cost of the visit. In the event of the claim falling outside of the terms stated in this warranty statement the purchase order will be used as the basis of invoicing the costs of the effected repairs.

(4) The goods or any ancillary part of it must have been properly installed and operated in accordance with the goods operating and maintenance instructions and must not have been subject to any use for which it was not originally intended. The fault or any damage sustained, must not have been caused by the inadequate provision, improper quality or the aggressive action of any of the mains supply services, i.e.: steam and its condensate, compressed air, water, electricity and connected drainage or vents or by any unfavourable local environmental conditions.

(5) Goods not installed or commissioned by Eco Jemss or its appointed agent will not be covered by the warranty unless otherwise agreed in writing by Eco Jemss.

(6) Eco Jemss may at its sole discretion reserve the right to submit for examination to its Suppliers any part or sub-assembly deemed to require further investigation pending possible specialist repair. Whilst Eco Jemss will endeavour



to pass on the benefits of any third party warranties, the decision of the Supplier based upon their own terms and conditions of any warranty claim shall be final and binding on all parties.

(7) Items of a consumable nature, e.g. door seals, gaskets, valve seatings, recorder charts, filters, globes, like handles, like components and printing materials are excluded from this warranty provided that these have demonstrated to have fulfilled the requirements of operational fair wear and tear.

(8) Where the goods concerned are not subject to a routine servicing agreement with Eco Jemss, Eco Jemss will request that satisfactory evidence is provided that demonstrates that the goods concerned has been fully maintained in accordance with the programme of planned preventive maintenance detailed and described in the appropriate sections of the technical manuals.

(9) The goods must not have been subject to unauthorised repairs, adjustments or disassembly or the incorporation of parts or materials not of the original goods manufacture or specification.

(10) Only defects brought about by deficiencies in materials, structure, and in the design, manufacturing and welding processes are covered and this warranty excludes any deterioration, fatigue or failure associated with the mechanism of stress corrosion cracking due to the adverse action of aggressive chemicals, in particular chloride ions, known or thought to be present in the connected mains supply services or the materials processed in, or otherwise exposed to, the sterilizer or washer disinfectant chamber, jacket or attachments.

(11) Eco Jemss excludes from the terms of this warranty any responsibility for the recalibration, performance of thermometric, biological or other testing or process revalidation in relation to the repaired goods other than that deemed necessary by Eco Jemss at the time of the repair.

(12) Where there have been delays during any stage of the construction, installation and commissioning processes outside the control of Eco Jemss, then Eco Jemss reserves the right to take these delays into account in determining the effective warranty period of the goods.

(13) Where the claim has been invalidated by any of these conditions, Eco Jemss reserves the right to raise charges to the Purchaser for all or part of any work or necessary inspection, or testing undertaken on the goods that was subject to the original claim or the processing of this claim.

(14) To the extent permitted at law, neither Eco Jemss, its employees nor any authorised agents shall be liable for any loss or damage, whether or not coincidental; loss of profits or expenses of any kind whatsoever and however caused, arising in connection with the goods, materials or parts supplied by Eco Jemss.

(15) This warranty shall apply in lieu of any warranty or condition implied by law as to the quality or fit for any particular purpose of the goods except any implied by law which by law cannot be excluded.

4. Refurbished goods

Subject to section 2 where the goods concerned is a refurbishment or upgrade modification of existing goods originally supplied by the Company or other manufacturer, then in this case, these warranty conditions shall apply only to those items and the associated works undertaken in relation to and limited to, the extent of the modification works carried out by Eco Jemss.

5. Spare parts and materials

5.1 Unless otherwise agreed in writing, Eco Jemss undertakes to, at its sole discretion, repair replace or otherwise make good any defects (excluding as a result of misuse, neglect or fair wear and tear) in any materials, sub-assemblies and spare parts (together referred to as Spare Parts) supplied as original good replacements or workmanship in installing Spare Parts found to be defective in the following periods:

(1) in the case of defects in Spare Parts, for the period specified in the manufacturer's guidelines (up to a maximum period of 12 months); and

(2) in the case of defects due to deficiencies in workmanship in installing the Spare Parts, for the period of 90 days; subject to the following conditions:

(a) The Spare Parts supplied had been obtained directly from Eco Jemss's own service or spare parts department. Eco Jemss reserves the right to request satisfactory evidence that this was the case.

(b) Upon discovery of any alleged defect the Purchaser must, within 10 working days, advise Eco Jemss of the deficiency and must at the request of Eco Jemss return the items to Eco Jemss for investigation. Alternatively, and at



the discretion of Eco Jemss, Eco Jemss may arrange for the said items to be inspected on the Purchaser's premises at a mutually agreed time during Eco Jemss's normal working hours in which case, the Purchaser must provide reasonable access to the items during these times.

(c) Except as in the alternative above, the items subject to the claim must be returned carriage paid in suitable protective packaging to Eco Jemss, enclosing details of the nature of the claim in writing. Proof of despatch from the Purchaser's address shall not constitute proof of delivery.

(d) The items must have been installed in accordance with the operating and maintenance instructions and must not

have been subject to any use for which they were not originally intended. The defect shall not have been caused by the inadequate provision, improper quality or the aggressive action of any of the mains supply services, i.e.: steam, compressed air, water, electricity and connected drainage or vents, or by any unfavourable local environmental conditions.

(e) Eco Jemss at its sole discretion reserves the right to submit for examination to its Suppliers Spare Parts deemed to require further investigation and pending possible specialist repair, and will endeavour to pass on the benefit of any guarantees given to Eco Jemss by that Supplier. The decision of the Supplier in terms of any warranty claim in this case shall be final and binding on all parties.

(f) Eco Jemss will not be responsible for, or for any charges in connection with, the dismantling or reassembling of components or any related assemblies or sub-assemblies.

(g) Any Spare Parts subject to a warranty claim must not have been subject to unauthorised repairs, adjustments or disassembly.

(h) Where the claim has been invalidated by any of these conditions, Eco Jemss reserves the right to raise charges to the Purchaser for all or part of any work undertaken on the good that was subject to the original claim or the processing of this claim.

(i) Eco Jemss shall exclude from the terms of this guarantee any responsibility for performing thermometric, biological, or other performance testing or process revalidation in relation to the items of goods concerned.

(j) To the extent permitted at law, neither Eco Jemss, its employees nor any authorised agents shall be liable for any loss or damage, whether or not coincidental, loss of profits or expenses of any kind whatsoever and however caused, arising in connection with the Spare Parts supplied by Eco Jemss.

(k) This warranty shall be in lieu of any warranty or condition implied by law as to the quality or fit for any particular purpose of the good except any implied by law which by law cannot be excluded.

6. Service work

Materials and replacement parts excluding normal wear and tear items supplied and fitted as part of routine servicing and any other unscheduled service visits are subject to the conditions listed in section 4.

(1) Where it is established by Eco Jemss that any defect has subsequently arisen through fault in the workmanship of one of its employees within 90 days of the work being carried out, then Eco Jemss may at its sole discretion undertake at its own cost to effect any remedial corrective actions deemed necessary to put the goods back into satisfactory operational use, notwithstanding that the deficiencies were subject to defects in the materials used and not apparent at the time of installation.

(2) Any claims subject to the above clause must be reported to Eco Jemss for consideration within 10 working days of the fault being discovered. The Purchaser must provide Eco Jemss, if requested, with reasonable access to the good for inspection or repair of the good during a mutually convenient time during normal working hours.

(3) The good must not have been subject to unauthorised repairs, adjustments or disassembly or the incorporation of parts or materials not of the original good manufacture or specification.



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