

KASTA Technologies Limited Warranty

1. HARDWARE PRODUCT LIMITED WARRANTY

KASTA Technologies warrants to the original end user purchaser ("Customer") of each new KASTA product ("KASTA Product") that such KASTA Product's hardware and components when used in accordance with the technical Spec Sheets furnished by KASTA Technologies, available with the KASTA Product or at www.KASTA.com.au ("Documentation"), will be free, in all material respects, of defects in materials and workmanship under normal use ("Limited Warranty"). This Limited Warranty is non-transferable and sets forth KASTA Technologies' sole and exclusive liability, and the sole and exclusive remedies available in relation to any non-conformity, defect, or similar claim.

2. LIMITED WARRANTY TERM

This Limited Warranty runs for a period of three (3) years from the date that the Customer purchases the KASTA Product from an authorised KASTA Technologies Dealer ("Dealer"), Distributor ("Distributor") or Electrical Wholesaler ("Electrical Wholesaler") as shown by an invoice or sales receipt for the KASTA Product. The Customer must retain the appropriate documentation as proof of the purchase date.

3. EXCLUSIONS NOT COVERED BY THIS LIMITED WARRANTY

This Limited Warranty does not cover, and KASTA Technologies and its suppliers are not responsible for:

- a. damage, malfunction, or inoperability of the KASTA Product caused by:
 - i. shippers or delivery services, or due to the Customer improperly opening the KASTA Product packaging;
 - ii. operation, storage, or application of the KASTA Product by the Customer or other third party outside of the environmental, temperature, and other specifications provided in the Documentation;
 - iii. Acts of God, including, but not limited to, flood, fire, earthquake, lightning, electrical surges, or any other external cause;
 - iv. any act beyond KASTA Technologies' direct control, including but not limited to, unauthorised repair or installation by the Customer or third party, accident, abuse, misuse, neglect, use of incompatible devices and accessories, operating the KASTA Product outside the permitted or intended uses provided in the Documentation, or any other reason besides a defect in material or workmanship;
 - v. use of incorrect voltage lines, fuses, circuit breakers, or incompatible load types as set forth in the Documentation, or failure to provide adequate, continuous, compatible power to the Product, if applicable;
 - vi. interference from radio frequencies, infrared sources, or obstacles;
 - vii. normal wear and tear, or failure to install, maintain, or repair the KASTA Product in accordance with the Documentation and the applicable provisions of law for the jurisdiction where the KASTA Product is being installed;
 - viii. any product, part or software comprising that has been modified to alter functionality or capability without the express written permission of KASTA Technologies;
 - ix. batteries and consumable parts (if any), unless damage occurred due to a defect in materials or workmanship in the KASTA Product;
 - x. cosmetic damage, including, but not limited to, scratches, dents and normal wear and tear;
 - xi. KASTA Product in which the batch number has been removed or defaced; and
 - xii. ANY DAMAGE, MALFUNCTION, OR INOPERABILITY ARISING FROM INSTALLATION, MAINTENANCE, OR PROGRAMMING PERFORMED BY AN INDEPENDENT CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ANY DEALER RECOMMENDED OR CERTIFIED BY KASTA TECHNOLOGIES.
- b. any on-site labour costs incurred by the Customer for the diagnosis, removal, repair, reinstallation, and/or reprogramming of the KASTA Product;
- c. any non- KASTA Technologies hardware, including the functionality of third party products controlled or automated by KASTA Products or Software (a "KASTA Technologies System"), batteries or software product (manufacturers, suppliers, or publishers, other than KASTA Technologies may provide their own warranties to Customer for their products, but KASTA Technologies, insofar as permitted by law, provides non- KASTA Technologies Products only "AS IS"); and
- d. the cost of repairing or replacing, or compensation for, any property that is damaged when a KASTA Product does not work properly, even if the damage was caused by a KASTA Product (see Section 10 for additional details about this exclusion).

4. SUBJECT TO AUSTRALIAN CONSUMER LAWS

Clause 3 above is made subject to the Australian Consumer Laws ("ACL") which may apply provided the Customer is a Consumer (for the purposes of the ACL) and the goods and/or services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption.

5. ADDITIONAL WARRANTY LIMITATIONS

- a. KASTA TECHNOLOGIES DOES NOT WARRANT THAT OPERATION OF THE KASTA PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE KASTA PRODUCTS WILL IN EVERY CASE PROCESS ALL DATA CORRECTLY. THE CUSTOMER ACKNOWLEDGES THAT KASTA TECHNOLOGIES DOES NOT CONTROL THE CUSTOMER'S EQUIPMENT OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THERE ARE INHERENT UNAVOIDABLE RISKS IN USE OF BOTH WHICH KASTA TECHNOLOGIES CANNOT BE RESPONSIBLE FOR.
- b. KASTA TECHNOLOGIES, ITS AFFILIATES, SUPPLIERS AND OTHER PROVIDERS ARE NOT RESPONSIBLE FOR ANY LIMITATION, INTERRUPTIONS, DELAYS, CANCELLATIONS, DELIVERY FAILURES, DATA LOSS, CONTENT CORRUPTION, PACKET LOSS, OR OTHER DAMAGE INHERENT IN THE USE OF COMMUNICATIONS EQUIPMENT. KASTA TECHNOLOGIES DOES NOT WARRANT THE PRODUCT TO BE IMMUNE FROM VIRUSES, INTRUSION OR. The Customer uses all applicable product information, Documentation, services, and the KASTA Product at the Customer's discretion and risk.

6. THIRD PARTY CONTENT

From time to time, KASTA Technologies may make available (and remove at its discretion) various third party software services at no additional cost ("Third Party Content"). To the maximum extent permitted by law, KASTA Technologies expressly disclaims any and all warranties with respect to Third Party Content. KASTA Technologies makes no warranty that:

- a. the Third Party Content will meet the Customer's requirements;
- b. the Third Party Content will be uninterrupted, timely, secure, or error-free;
- c. the results from the use of the Third Party Content will be effective, accurate, or reliable; or
- d. the quality of the Third Party Content will meet the Customer's expectations.

7. UNINTENDED-USE DISCLAIMER

KASTA PRODUCTS ARE NOT INTENDED, AND KASTA TECHNOLOGIES SPECIFICALLY DISCLAIMS LIABILITY FOR USE OF THE KASTA PRODUCTS IN, CRITICAL CONTROL, ON-LINE CONTROL EQUIPMENT, HAZARDOUS, HIGH RISK OR FAIL-SAFE ACTIVITY, SUCH AS IN THE OPERATION OF DIRECT LIFE-SUPPORT MACHINES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH FAILURE OF THE KASTA TECHNOLOGIES SYSTEM COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

8. OBTAINING WARRANTY SERVICE

- a. In order to obtain warranty service, Customer must submit a valid claim to KASTA Technologies. To submit a valid claim a Customer must complete the following requirements (all together, a "Valid Claim"):
 - i. provide written notice to a Dealer, Distributor or Wholesaler that describes the location of the KASTA Product and nature of the non-conformity, and includes proof of the Customer's purchase date ("Notice");
 - ii. provide such Notice:
 1. within the Warranty Period, and
 2. within thirty (30) days of discovery of the non-conformity; and
 - iii. obtain a Return Merchandise Authorisation ("RMA") number from the point of purchase, and
 - iv. securely pack and ship the defective KASTA Product to the Dealer that provided the RMA (with the Customer assuming all costs and risks associated with transportation):
 1. within thirty (30) days from the date the RMA was issued (RMA numbers may be cancelled if the KASTA Product is not received by the Dealer within the thirty (30) day period);
 2. with the RMA number clearly marked on the outside of each box being returned.
- b. Any shipment that does not meet all the Valid Claim requirements may be refused by KASTA Technologies. KASTA Technologies is not responsible for any refused shipments, or any damage caused due to shipping, whether it was a Valid Claim. The Customer shall be responsible for return shipment charges for the KASTA Product returned where KASTA Technologies determine there is no defect with the KASTA Product, or that KASTA Product is not eligible for warranty service under this Limited Warranty. Compliance with these requirements is a condition to coverage under this Limited Warranty.
- c. Upon receipt of a Valid Claim, KASTA Technologies will, at its option and to the extent permitted by law under the Australian Consumer Law or otherwise, either:
 - i. repair the defect, at no charge, using new or refurbished replacement parts,
 - ii. exchange the applicable KASTA Product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the KASTA Product, or
 - iii. refund the KASTA Product purchase price paid by Customer.
- d. A replacement product or part that has been installed by KASTA Technologies assumes the remaining Warranty Period of the original KASTA Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage to the Customer. When a product or part is exchanged, any replacement item becomes the Customer's property, and the replaced item becomes KASTA Technologies' property. When a refund is given, the KASTA Product for which the refund is provided must be returned to KASTA Technologies, and it becomes KASTA Technologies' property.

9. BACKUP

Before the Customer delivers the KASTA Product for warranty service, it is the Customer's responsibility to keep a separate backup copy of the contents and disable security passwords (if any). THE CONTENTS OF THE CUSTOMER'S KASTA PRODUCT MAY BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. The KASTA Product will be returned to the Customer configured as originally purchased, subject to applicable updates. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

10. LIMITATION OF CUSTOMER REMEDIES

- a. In no event will KASTA Technologies be liable to the Customer or any third party for any special, indirect, incidental, punitive, or consequential damages arising from the KASTA Product;
- b. Damages (regardless of their nature) for any delay or failure by KASTA Technologies to perform its obligations under this limited warranty due to any cause beyond KASTA Technologies reasonable control; and
- c. Any claims of IP infringement where the Customer persists in using a version of the KASTA Product other than the most current version, or where the KASTA Product is modified, combined, or sold without KASTA Technologies express permission.

11. MODIFICATIONS TO THIS LIMITED WARRANTY

No reseller, vendor, distributor, dealer, retailer, sales person or other person is authorised by KASTA Technologies to modify this limited warranty or to make any warranty, representation or promise which is in addition to, different from, or inconsistent with the warranties, representations or promises expressly set out in this Limited Warranty. A current version of this limited warranty can be found by visiting <http://www.kasta.com.au/warranty>. KASTA Technologies may amend the terms of this Limited Warranty at any time and from time to time.

12. CUSTOMER REPRESENTATIONS

By using the KASTA Products, the Customer is taken to have read and understood and agreed to this Limited Warranty.

13. ENTIRE AGREEMENT

This Limited Warranty constitutes the entire agreement between KASTA Technologies and the Customer regarding this subject matter, and all prior communications, negotiations, understandings, agreements or representations, either written or oral, if any are excluded.

14. SEVERABILITY

If any part of these terms and conditions (including any provision, part, paragraph, phrase or word) is illegal, invalid or unenforceable it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from these terms and conditions, but in any event the remaining provisions will remain in full force and effect.

15. GOVERNING LAW

This Limited Warranty are governed by and must be construed in accordance with the laws which apply in the State of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this Limited Warranty.