

# macnaught warranty

1. Macnaught Pty Ltd (“Macnaught”) warrants that all products manufactured by Macnaught and/or supplied by Macnaught under the “Macnaught” brand, excluding M-SERIES, MEC-SERIES and WM-SERIES positive displacement meters (“Meters”) and components subject to wear, will be free from any defects caused by faulty materials or workmanship (“Warranty”) for a period of 5 years from the date of purchase of the product.
2. For products (excluding Meters) which carry the “Macnaughtdesign” endorsement, an additional Warranty period of 5 years applies to all mechanical components (excluding electronic and electrical components), giving a total Warranty period of 10 years.
3. For Meters, the Warranty period is 2 years from the date of purchase of that product.
4. For components contained in all products which are usually subject to wear from normal operation of the products (such as o-rings, seals, bushes, springs, hoses and batteries), the Warranty period is 12 months from the date of purchase of the relevant product.
5. For products and components which are not manufactured by Macnaught and are supplied by Macnaught under a brand name other than “Macnaught”, the Warranty period is the longer of 12 months from the date of purchase of the relevant product and the period of the manufacturer’s warranty.
6. The warranties contained in clauses 1, 2, 3, 4 and 5 above are conditional on the purchaser, during the relevant Warranty period:
  - a. delivering to Macnaught a detailed notice setting out full details of any defect in any product and details of the date and place of purchase (together with copies of purchase receipts and/or other supporting documents); and
  - b. at the purchaser’s own cost, returning the defective product to the nearest authorised Macnaught service centre.
7. Subject to compliance by the purchaser with clause 6, Macnaught shall, at its option, repair or replace any product or component found defective by its inspection by reason of faulty materials or workmanship of Macnaught.
8. This Warranty does not cover the failure of products, parts or components which, in the sole judgment of Macnaught, arises other than from faulty materials or workmanship of Macnaught, including misuse, abrasion, corrosion, negligence, accident, substitution of non-Macnaught parts, unauthorised modification, improper use, storage or handling, faulty installation or tampering by the purchaser or any third party.
9. If Macnaught’s inspection discloses no defect in material or workmanship, repair or replacement and return (at Macnaught’s sole option) will be made at customary charges, which will be advised to the purchaser.
10. Macnaught’s liability and the purchaser’s rights under this Warranty shall be limited to the repair or replacement of defective products or components and in particular, shall not extend to any direct, special, indirect or consequential damage or losses of any nature.
11. The foregoing Warranty supersedes, voids and is in lieu of all or any other warranties.

This Warranty does not form part of, nor does it constitute, a contract between Macnaught and the end-user or purchaser. It is additional to any warranty given by the seller of the products. This Warranty does not exclude, limit, restrict or modify the non-excludable rights or remedies conferred upon the end-user or purchaser, or the non-excludable duties or liabilities imposed on the seller or Macnaught, by Part V, Divisions 2, 2A and Part VA of the Trade Practices Act 1974 (Commonwealth) or other legislative provisions. Macnaught otherwise excludes, to the extent permitted by law, any rights conferred on the end-user or purchaser or duties or liabilities imposed upon Macnaught.