

# MORRIS GROUP

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## ENGINEERING SOLUTIONS

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AUSTRALIA

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[sales@dn.eng.com.au](mailto:sales@dn.eng.com.au)

### WARRANTY AGAINST DEFECTS

- (a) The Company warrants that Goods manufactured by it, excluding parts and consumables, will be free from defects in materials and workmanship on delivery to the Customer and will remain so for a period of twelve months.
- (b) This warranty does not apply or cover:
- i. defects arising from faults, omissions or inadequacy in the Service Related Assets;
  - ii. defects caused in whole or in part by misuse, abuse, neglect, electrical or other overload, failure to operate in accordance with manufacturer specifications, use of unsuitable consumables in connection with the Goods , improper storage or accident;
  - iii. wear and tear;
  - iv. any repair or alteration carried out without the Company's prior written consent; or
  - v. defects caused by any act or circumstance beyond the Company's control.
- (c) The Company will remedy a defect covered under this warranty by, at its discretion, repairing, replacing or providing a refund for the Goods.
- (d) In order to make a claim the Customer must telephone the Company on (02) 49526344 or email [sales@dn.eng.com.au](mailto:sales@dn.eng.com.au). The Customer must provide the Company with details of the Goods, the date of supply, a description of the defect and appropriate contact details.
- (e) The Customer must provide satisfactory proof of purchase of the Goods when making a claim. A legible receipt or sales invoice is preferred.
- (f) Unless the cost of doing so is unreasonably significant, the Customer shall be responsible for returning the Goods at its expense. In all other cases, the Company shall collect the Goods at its expense
- (g) This subclause (g) only applies to the extent that the supply of Goods under the Contract is a supply to a Consumer. The benefits given by this warranty are in addition to other rights and remedies of the Consumer under law in relation to the Goods or Services to which the warranty relates. The Company acknowledges that:
- "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

In this warranty document defined terms have the meaning given to the Morris Group Standard Terms and Conditions of Trade