

OSCILLOT WARRANTY

TERMS AND CONDITIONS

1. In this Warranty:
 - a) "Acceptance Date" means the earlier of the date on which packaging containing the Product is opened and the date of acquisition by the Customer.
 - b) 'Customer' means a consumer as defined under Australian Consumer Law;
 - c) 'Oscillot' means Cat Containment Solutions Pty Ltd ACN 155 168 157 trading as Oscillot;
 - d) 'Oscillot' is a registered trademark of Cat Containment Solutions Pty Ltd ACN 155 168 157, in Australia, under trademark number 1233173.
 - e) 'Product' means components of the cat containment system manufactured by or for Oscillot, comprising the dual knuckle posts, paddle and bracket attached to fence, but excluding third party products;
 - f) 'Purchase Date' means the date on which the Product was acquired from Oscillot or its agent or distributor;
 - g) 'Warranty' means warranty against manufacturing defects; and
 - h) 'Warranty Period' means the period commencing 3 years after the Acceptance Date.
2. Oscillot warrants that the Product will be free of manufacturing faults for the Warranty Period.
3. To make a claim under this Warranty, the Customer must return the Product and the original receipt for the purchase of the Warranty in relation to the Product. The claim must be made within the Warranty Period and must be confirmed to Oscillot in writing.
4. The Warranty is only valid so long as the Customer uses, operates and maintains the Product properly and in accordance with this Agreement any damage is not caused by physical damage of any nature.
5. To the fullest extent permitted by law, Oscillot is not required to repair or replace the Product and will have no other liability in respect of the Product in any of the following circumstances:
 - a) any fault, accident, abuse, misuse, damage or deterioration caused by use, storage, transportation or maintenance of the Product or parts of the Product after the Product has been purchased, which is not in accordance with the instructions, recommendations, requirements or directions of Oscillot;
 - b) the Product has been interfered with by anyone other than Oscillot;
 - c) the fault, damage or deterioration is caused by a failure to conduct normal maintenance of

the Product;

d) the Product is sold, leased, licensed or used for commercial purposes at any time.

6. The Warranty does not cover:-

a) general environmental wear and tear;

b) the cost of removal of the Product;

c) the cost of re-installation;

d) the cost of delivery;

e) third party products, including but not limited to polycarbonate sheeting.

7. The customer acknowledges that the Product is designed for the containment of cats only. The Customer further acknowledges that every cat enclosure is different; the enclosure may be surrounded by physical elements other than a fence; there are numerous ways for a cat to go exit a residence or enclosure; and every cat has different abilities. Accordingly, Oscillot does not make any warranty or representation of any kind with respect to the Product including, but not limited to any warranties for fitness for purpose. Specifically Oscillot does not warrant that the Product will keep the Customer's cats contained within the Customer's cat containment area nor will the Product prevent other animals from entering into the Customer's cat containment enclosure.

8. If any condition or warranty is implied in this Agreement pursuant to any Act of Parliament, the liability of Oscillot for breach of the condition shall be limited to any one or more of the following:

a) If Oscillot's breach relates to goods at Oscillot's option:

i) The replacement of the goods; or

ii) The repair of the goods; or

iii) The payment of the cost of having the goods repaired.

b) If the breach relates to services at Oscillot's option:

i) The supplying of the services again; or

ii) The payment of having the cost of the services supplied again.

9. If Oscillot chooses to replace the Product under this warranty, Oscillot will cover the costs of shipping the replacement product to the Customer. The cost of delivery of defective goods to Oscillot or its New Zealand distributor in the case of a New Zealand installation will be borne by the Customer.

10. Oscillot shall not be liable in any circumstances for any loss or damage resulting from the use of the Product by any person nor for economic loss or special or consequential damages arising for

any reason.

11. Other than as expressly set out in this Warranty and to the fullest extent permitted by law any condition, right, remedy, representation, warranty, condition or undertaking that would be implied in this product warranty by legislation, common law, equity, trade, custom or usage is excluded, restricted or modified by this Warranty.

12. The Product comes with guarantees that cannot be excluded under the *Consumer Guarantees Act 1993 (NZ)* or Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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.

For further information or to make a claim, contact -

Cat Containment Solutions Pty Ltd

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