

<b>Subject:</b>	<b>SKS Limited/Extended Warranty Statement</b>		
<b>Date:</b>	<DD> / <MM> / <YY>		
<b>From:</b>	<b>Name:</b>	<Staff Name>	<b>Phone:</b> <Staff Phone>
	<b>Email:</b>	<Staff Email>	
<b>To:</b>	<b>Name:</b>	<Insert Contact Name(s)>	
	<b>Address:</b>	<Insert Contact Address>	
	<b>Email:</b>	<Insert Contact Email(s)>	
<b>Project Reference:</b>	<Reference>		
<b>Project Number:</b>	<Project Number>		

### “SKS Standard DLP Limited Warranty”

SKS hereby guarantees that the installation performed on that certain section of works located at the above address to be free from defects in material and workmanship for a period of one year from the date of commencement of use, substantial completion or date of notice of completion for each separable portion, whichever is the first to occur:

This Standard Limited Warranty applies and is limited as follows:

1. To the property only as long as it remains in the possession of the original owner named above.
2. To the construction work that has not been subject to accident, misuse or abuse.
3. To the construction work that has not been modified, altered, defaced, or had repairs made or attempted by contractors other than SKS or SKS nominated Sub-Contractors.
4. SKS limited warranty does not include cover costs related to labour, plant and access equipment if required to repair and/or replace defective materials covered under a manufacturer warranty. Refer to SKS Standard Rates for breakdown of applicable costs.
5. That SKS be immediately notified in writing within ten (10) days of first knowledge of defect by owner or by the owners nominated representative.
6. That SKS shall be given first opportunity to make any repairs, replacements or corrections to the defective construction at no cost to owner within a reasonable period of time.
7. Under no circumstances shall SKS be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.
8. All warranty claims must be received by the SKS Service Manager and then approved by SKS;
9. Subject to the 'Warranty Exclusions' conditions as set out herein and written notification being given to SKS; and
10. Onsite service is within metropolitan boundaries as defined by in Appendix 1. Service outside these areas will be charged at the standard rates (which are subject to change without notice) as listed under Standard Rates below.

## SKS Limited Warranty Exclusions

SKS warranty will not apply in the following circumstances:

1. Travel outside the metropolitan boundaries as defined by SKS in Appendix 1.
2. Damage or defects caused by the failure to maintain any item or keep it in good working order as described in the SKS Service & Maintenance Agreement.
3. As a result of unforeseen site conditions occurring beyond contractor's control.
4. Damage resulting from fire, freezing, storms, electrical malfunction or surge, lightening, earthquake, pest damage, acts of God, or other unforeseen causes or accidents.
5. Damage from alterations, misuse, or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance.
6. Damage resulting from failure to observe any operation instructions furnished at the time of installation.
7. Any item furnished, installed, modified, altered, or repaired by any other person other than or an SKS approved contractor.
8. The warranty is not valid unless the contract is paid in full.
9. Conditions resulting from condensation on, expansion of, or contraction of materials.
10. Pre-existing conditions of the installation or its components.
11. Specifications or Drawings by design professionals or the owner, those persons impliedly warrant that the resulting installation and its component's will be suitable for the particular purpose for which they were intended. The same applies to substitute material approved by the owner and/or their representatives.
12. The owner agrees to provide contractor, or it's representative, access to the premises and the first opportunity of repairing or replacing any defective items. If contractor is not given that opportunity, any expenses incurred by another contractor will be at owner's expense.

### The Warranty does not cover:

1. Travel outside the metropolitan boundaries as defined by SKS in Appendix 1.
2. Any consequential loss, economic loss or loss of profit howsoever arising including but not restricted to any print losses, loss of profit and cleaning costs.
3. Any loss, injury or damage attributable to any fault in workmanship or material in the product beyond making good by replacement of such product or making good any defects.

***By signing below, the client acknowledges and agrees to all terms and conditions as listed in the "SKS Limited Warranty"***

<b>Client:</b>	<b>Name:</b>	<Name>		
	<b>Signature:</b>			
<b>SKS Technologies:</b>	<b>Name:</b>	<Name>	<b>REC No.:</b>	<Licence Number>
	<b>Signature:</b>			

### **“SKS Extended Warranty” (1 Year Parts, Labour, Access Equipment & Plant)**

SKS offer an “Extended Warranty” in lieu of its Limited Warranty by negotiation and must be agreed upon with the client at or before the date of handover. The SKS Extended Warranty does cover the cost of labour, plant and access equipment required to repair and/or replace defective materials covered in the Extended Warranty Product List included in the SKS Service & Maintenance Agreement.

SKS products are warranted to the original purchaser to be free of fault in both workmanship and materials for a period of one year from the date of commencement of use, substantial completion or date of notice of completion, whichever is the first to occur, provided that;

1. The product is correctly installed and used under normal operating conditions for which the product was intended as detailed in the user manual;
2. The included Extended Warranty acceptance form must be completed and returned to SKS within 30 days of handover to validate the additional warranty granted by the extended warranty referred to below;
3. All warranty claims must be received by the SKS Service Manager and then approved by SKS;
4. Subject to the 'Warranty Exclusion' conditions as set out herein and written notification being given to SKS, warranty is transferable if a product changes owner during the warranty period; and
5. Onsite service is within metropolitan boundaries as defined by SKS in Appendix 1. Service outside these areas will be charged at the standard rates (which are subject to change without notice) as listed under Standard Rates below.

### **Extended 3 Year and 5 Year Warranty – (Parts only)**

To obtain an extended 3 or 5-year warranty for SKS products (ie. 2 or 4 years in addition to the standard 12-month warranty mentioned above), a purchaser must ensure that any product covered by the initial 12-month warranty is serviced regularly and in accordance with the product maintenance booklets and Product User Manuals provided by SKS Service Manager.

The extended warranty is available only to products and parts as published in the Extended Warranty Product List to be provided by SKS Service Manager and included in the SKS Service & Maintenance Agreement. All extended warranty claims must be received by the SKS Service Manager and then approved by SKS.

Extended 3/5Yr Warranty is subject to the 'Warranty Exclusions' conditions as set out herein.

Warranty is transferable if a product changes owner during the warranty period.

### **SKS Extended Warranty Exclusions**

SKS warranty will not apply in the following circumstances:

1. Travel outside the metropolitan boundaries as defined by SKS in Appendix 1.
2. Damage or defects caused by the failure to maintain any item or keep it in good working order as described in the SKS Service & Maintenance Agreement.
3. As a result of unforeseen site conditions occurring beyond contractor's control.
4. Damage resulting from fire, freezing, storms, electrical malfunction or surge, lightening, earthquake, pest damage, acts of God, or other unforeseen causes or accidents.
5. Damage from alterations, misuse, or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance.
6. Damage resulting from failure to observe any operation instructions furnished at the time of installation.
7. Any item furnished, installed, modified, altered, or repaired by any other person other than SKS or an SKS approved contractor.
8. The warranty is not valid unless the contract is paid in full.
9. Conditions resulting from condensation on, expansion of, or contraction of materials.  
Pre-existing conditions of the installation or its components.

10. Specifications or Drawings by design professionals or the owner, those persons impliedly warrant that the resulting installation and its component's will be suitable for the particular purpose for which they were intended. The same applies to substitute material approved by the owner and/or their representatives.
11. The owner agrees to provide contractor, or it's representative, access to the premises and the first opportunity of repairing or replacing any defective items. If contractor is not given that opportunity, any expenses incurred by another contractor will be at owner's expense.

#### The Warranty does not cover:

1. Travel outside the metropolitan boundaries as defined by SKS in Appendix 1.
2. Any consequential loss, economic loss or loss of profit howsoever arising including but not restricted to any print losses, loss of profit and cleaning costs.
3. Any loss, injury or damage attributable to any fault in workmanship or material in the product beyond making good by replacement of such product or making good any defects.

#### Standard Rates:

1. Standard Callout Fee is \$380 Plus GST, (This includes 1Hr Labour & 1Hr Travel)
2. Additional Travel is charged at \$150/Hr Plus GST, includes KLM's
3. Additional service and repair rate are charged at \$95/Hr Plus GST or part thereof
4. SKS internal administration rate is \$120/Hr, Project Management rate is \$150/Hr
5. Project Management & Preliminaries costs may apply
6. Additional client training is charged at \$150/Hr Plus GST
7. All Parking or other Site Related Costs, Plant and Materials are charged at cost plus 15%

Note: The above rates are subject to change without notice.

***By signing below, the client acknowledges and agrees to all terms and conditions as listed in the "SKS Extended Warranty"***

<b>Client:</b>	<b>Name:</b>	<Name>		
	<b>Signature:</b>			
<b>SKS Technologies:</b>	<b>Name:</b>	<Name>	<b>REC No.:</b>	<Licence Number>
	<b>Signature:</b>			

## Appendix 1

### **Metropolitan Service Area Boundaries**

**New South Wales:** Sydney, Central Coast excl Newcastle region

**South Australia:** Adelaide

**Victoria:** Melbourne, Geelong

**West Australia:** Perth

**Queensland: Brisbane:** Gold Coast

**Australian Capital Territory:** Canberra

**Northern Territory:** Darwin

**Tasmania: Hobart:** Launceston

## Appendix 2

### **Warranty Schedule**

Warranty Item	Period

## Appendix 3

### **Spares Schedule**

Description	Qty