

## Traffic Survey Equipment Warranty

Subject to the warranty conditions below, this Microcom Pty Ltd t/a MetroCount Traffic Survey Equipment (hereinafter referred to as “the Product”) is warranted by Microcom Pty Ltd t/a MetroCount (hereinafter referred to as “the Company”) to be free from faults in material or workmanship for a period of 12 months from the date of original purchase covering both parts and labour. Under the terms of this Warranty, the repair or replacement of any part shall be the option of the Company or its authorised agent, distributor or seller. Should service become necessary during the warranty period, the owner should contact the authorised Microcom agent, distributor or seller from whom the Product was purchased, or the nearest Company office. In order to obtain warranty service, the owner must present the original purchase invoice to confirm date of purchase. If this product is sold by the agent, distributor or seller as principal, then the agent, distributor or seller has no authority from the Company to give any additional warranty or guarantee on the Company's behalf except as herein contained or referred to.

### **WARRANTY CONDITIONS**

This warranty only applies to provide that the Product has been used in accordance with the manufacturer's recommendations under normal use and reasonable care (in the opinion of the Company) and such warranty does not cover damage, malfunction or failure resulting from misuse, neglect, abuse, or use for a purpose for which it was not designed or is not suited; and no repairs, alterations or modifications have been attempted by other than an authorised Company agent, distributor or seller. This warranty will not apply if the product is damaged by accident or if repairs arise from normal wear and tear.

The Company supplies authorised batteries with some Products which include premium quality long-life alkaline cells with robust connections.

Batteries supplied by the Company have been analysed to enable some prediction of remaining life. Batteries supplied by the company also incorporate current limiting safety devices. The Company does not warrant battery performance nor predictions for batteries not supplied by the Company. Furthermore, the Company accepts no liability whatsoever for any losses or damage to the Product or personnel resulting from the use of unauthorised battery packs not supplied by the Company.

The Company accepts no additional liability pursuant to this warranty for the costs of travelling or transportation of the Product or parts to and from the authorised Microcom agent, distributor or seller - which costs are not included in this warranty.

Certain legislation, including the Trade Practices Act, 1974 (as amended) and other state and territorial laws give rights to the buyer and impose liability on the agent, distributor or seller in certain circumstances. Nothing herein shall have the effect of excluding, restricting or modifying any condition, warranty, right or liability imposed, to the extent only that such exclusion, restriction or modification would render any term herein void.

### **TRAFFIC SURVEY EQUIPMENT AND TRAFFIC DATA ANALYSIS SOFTWARE WARRANTY**

Subject to the warranty conditions below, the storage media used in the Microcom Pty Ltd t/a MetroCount Traffic Survey Equipment (hereinafter referred to as “the Product”) and Traffic Data Analysis Software (hereinafter referred to as “the Software”) is warranted by Microcom Pty Ltd t/a MetroCount (hereinafter called “the Company”) to be free from faults in material or workmanship for a

period of 90 days from the date of original purchase covering both parts and labour. To the full extent permitted by the Commonwealth, State, Territory or other law or laws applicable to this Agreement, where any conditions or warranties imposed by such legislation, whether of Commonwealth, State, Territory or other government, may not be excluded, such liability is limited to:

- replacement of the Software (and any accompanying hardware, if supplied by the Company); or,
- correction of faults in the Software at the exclusive option of the Company.

The Company believes that any equipment or procedures used in gathering the Traffic Data or Related Information (hereinafter called the "Information") contained in the Product to be reliable. However, because of the possibility of human or mechanical error by Company sources or others, the Company does not guarantee the accuracy, adequacy, or completeness of the Product, Software or Information. The owner acknowledges that no promise, representation or warranty or undertaking has been made or given by the Company or any person or company on its behalf in relation to the profitability of or any other consequences or benefits to be obtained from the delivery or use of the Software or Information and any accompanying Company supplied hardware, Software manuals, and written materials. The owner has relied on his/her own skill and judgement in deciding to acquire the Software and any accompanying hardware, Software manuals, and written materials for use by the owner. This Agreement constitutes the entire understanding

and agreement between the owner and the Company in relation to the supply of the Software and any accompanying hardware, Software manuals, and written materials from the Company.

Except as and to the extent that is hereinbefore provided, under no circumstances shall the Company or any related company be liable for any loss, damage or injury (including without limitation any loss of profit, indirect, consequential or incidental loss, damage or injury) arising from the supply or use of the Software and any accompanying hardware and written materials or any failure by the Company or any related company to perform any obligation or observe any terms of this Agreement.

This Warranty and Agreement is governed by the laws of Western Australia, Australia.

## INTELLECTUAL PROPERTY

The copyright to all Information provided from use of the Product or the Software shall remain the property of the Company, however, all rights to use the Information in an unrestricted manner are granted to the owner. The owner must reproduce any copyright or other notice marked on the Information on all copies made. The format of the Information is protected by copyright law and international copyright treaty and it must not be copied, modified, sub-licensed, translated or electronically transmitted or received. Similarly, the Product names and Software may be subject to patent, registered design and trademark applications.

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