

PRODUCT WARRANTY CLAUSE

1. Except as specifically set out herein, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
2. **The Company warrants that all Goods manufactured or supplied by it will be free of defects in workmanship and materials for a period of 12 months from the date of commissioning but not exceeding eighteen (18) months from the date of invoice to the Customer provided that the Goods are installed according to the requirements of Company.**
3. **Products manufactured and distributed by VENTECH SYSTEMS PVT. LTD. are subject to routine maintenance as set out in manuals supplied with the equipment. Failure to maintain the equipment supplied according to the schedules and intervals outlined may void the warranty. It is a requirement that adequate plant log book records be kept to provide evidence of routine maintenance being conducted.**
4. The Company is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused arising from the supply of the Goods, including but not limited to loss of turnover, profits, business or goodwill.
5. The Company will not be liable for any loss, damage or claim suffered by the Customer where the Company has failed to meet any delivery date or cancels or suspends the supply of Goods or for any Goods that display a “use by” date that are sold or distributed by the Customer after that date.
6. Nothing in these terms and conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of Goods which cannot be excluded, restricted or modified. If any of these terms and conditions is inconsistent with State or Federal legislation, such terms and conditions must be read down only to the extent necessary to comply with such legislation and will otherwise apply to the fullest extent legally possible.
7. Where the Company is not the manufacturer, the Company relies on the specifications and warranties supplied by the manufacturer.

Ventech Systems Private Limited

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