

Australian Consumer Law, Consumer Guarantees and Netzsch Warranties

(Australia, New Zealand, Fiji Islands and Papua New Guinea)

1. Australian Consumer Law, Consumer Guarantees

1.1. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (i) To cancel your service contract with us; and
- (ii) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonable foreseeable loss or damage from a failure in the goods or service.

1.2. For the purposes of these terms, a Consumer Guarantee means a right or guarantee that You may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such terms as implied into a contract) that cannot be lawfully excluded.

1.3. Subject to clause 1.5. Our liability in respect of any breach of or a failure to comply with any Consumer Guarantee is limited to the following:

- (a) In the case of goods, to:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired.
- (b) In the case of services, to:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

1.4. Our liability in respect of a breach of or a failure to comply with a Consumer Guarantee will not be limited in the way set out in clause 1.3. if:

- (a) the goods or services supplied are goods or services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 64A of the Australian Consumer Law;
- (b) it is not 'fair or reasonable' for us to rely on such limitation in accordance with section 64A(3) of the Australian Consumer Law; or
- (c) the relevant Consumer Guarantee is a guarantee pursuant to sections 51, 52 or 53 of the Australian Consumer Law.

- 1.5. For any claim under the Consumer Guarantees please notify Us in writing at the following address: NETZSCH Australia Pty Ltd (ABN 28 153 727 809), Unit 9, 10 Anella Ave, Castle Hill NSW 2154 . We will pay Your reasonable, direct expenses of claiming under this clause 1.5. You shall submit details and proof of its expense claim to Us for consideration.
- 1.6. **"SaaS Services"** means web-based software solutions provided by NETZSCH over the internet as Software-as-a-Service, including but not limited to "Proteus® Now Quantify".

2. NETZSCH Proteus and Advanced Software Warranty

- 2.1 NETZSCH Proteus and Advanced Software is created by NETZSCH Gerätebau GmbH, Germany, and resold by NETZSCH Australia Pty Ltd in Australia, New Zealand, Fiji Islands and Papua New Guinea ("**Software**"). This warranty applies to Software exclusively for the version delivered by NETZSCH Australia Pty Ltd to the Customer.
- 2.2 Subject to the terms and conditions of this warranty, NETZSCH Australia Pty Ltd warrants that the Software is free from any defects that would impair its operation or use in accordance with the relevant specifications
- 2.3 Unless otherwise agreed by NETZSCH Australia Pty Ltd in writing at the time of purchase of the Software, the warranty period for the Software is 12 months ("**Warranty Period**") and commences as soon as the Software has been installed on the Customer's computer system.
- 2.4 The contact details of NETZSCH Australia Pty Ltd for warranty claims is:

NETZSCH Australia Pty Ltd
Unit 9, 10 Anella Ave
Castle Hill NSW 2154
Tel: 02 9641 2840
Email: at.au@netzsch.com

- 2.5 To be entitled to claim under this warranty, the Customer must:
 - (a) provide proof that the Customer has purchased the Software from NETZSCH Australia Pty Ltd, or from its authorised distributor;
 - (b) have completed all required back-ups of data and Updates of the Software during the Warranty Period;

- (c) ensure that any instructions issued by NETZSCH Australia Pty Ltd have been complied with; and
 - (d) notify NETZSCH Australia Pty Ltd in writing of any defect immediately after discovery of the defect.
- 2.6 The Customer must contact NETZSCH Australia Pty Ltd in writing by email or post at the address set out above. When making the claim, the Customer must provide NETZSCH Australia Pty Ltd with reasonable level of support in identifying the defect, including, but not limited to, supplying all relevant printouts, screenshots or system descriptions together with a short description of the problem.
- 2.7 NETZSCH Australia Pty Ltd or its authorised service partner will inspect the Software and will determine the cause of the problem and will provide at its discretion the following services ("**Warranty Services**"):
- (e) remove the defect (e.g. via Updates or Upgrades);
 - (f) supply software that is free of the defect, or
 - (g) advise the Customer of possibilities for avoiding the effects of the defect.
- 2.8 NETZSCH Australia Pty Ltd has the right to remedy defects by issuing a new Software version or by carrying out, without additional charges, any changes to the Software that are necessary to rectify the defect, so long as any resulting changes to the contractually stipulated performance of the Software are minor.
- 2.9 The Customer must allow NETZSCH Australia Pty Ltd or its authorised service partner reasonable access to the Software in person at the Customer's Site, remotely via Teamviewer or by video link to perform any Warranty Services which in the opinion of NETZSCH Australia Pty Ltd are necessary. Failure by the Customer to grant such access shall invalidate the warranty claim by the Customer and release NETZSCH Australia Pty Ltd from further obligations under this warranty.
- 2.10 The Warranty Services must be provided by NETZSCH Australia Pty Ltd or its authorised service partner. The Customer is not authorised to request a reduction in the price of the Software or to have the Warranty Services provided by a third party at the cost of NETZSCH Australia Pty Ltd, unless NETZSCH Australia Pty Ltd has provided its prior written consent.
- 2.11 This warranty does not apply to errors in, loss of, or damage to, Software supplied by NETZSCH Australia Pty Ltd where such error, loss or damage results from:

- (a) interferences with the Software by the Customer;
- (b) unauthorised modifications such as program enhancements or program changes;
- (c) Customer supplied software or interfacing;
- (d) malfunctions of the Customer's operating system or third party products;
- (e) minor Software errors.

2.12 Any warranty claim which NETZSCH Australia Pty Ltd considers to be made fraudulently or intentionally false will be excluded from this warranty and automatically result in the Customer's loss of the right to make any future warranty claims.

2.13 Exclusion of SaaS Services: Notwithstanding any other provision in this Warranty Statement, the warranties provided herein do not apply to SaaS Services. The use of, and warranties (if any) for SaaS Services are governed exclusively by the NETZSCH SaaS License Conditions, which can be viewed here: https://analyzing-testing.netzsch.com/Resources/Persistent/1/4/8/7/14878caf5c352a3e3b4cba95717d6ae5460352b6/NAS_License_Conditions_CI.pdf.

3. NETZSCH Equipment and Services Warranty

3.1 For the equipment (other than NETZSCH Proteus and Advanced Software and SaaS Services) and services supplied by NETZSCH Australia Pty Ltd to the Customer and subject to the Terms and Conditions of this Warranty, NETZSCH Australia Pty Ltd warrants that it will rectify any faulty equipment or workmanship ("**Defects**") which occurs during the Warranty Period as specified in clause 3.7.

3.2 NETZSCH Australia Pty Ltd shall rectify the Defect at its option by repair, replacement or resupply of equivalent equipment or services provided always that:

- (a) the Customer must notify NETZSCH Australia Pty Ltd via the contact details set out in clause 2.4 as soon as the Customer becomes aware or should have become aware of the Defect;
- (b) the equipment supplied has been properly installed and commissioned by NETZSCH personnel and, used, operated and maintained in accordance with any instructions issued by NETZSCH Australia Pty Ltd or if no instructions were issued, in accordance with good industry practice;

- (c) such Defects were not caused by incorrect use or by any unauthorised repair, alteration or intervention carried out by the Customer or other parties;
- (d) such Defects are not caused by the use of equipment or the carrying out of work by the Customer or other parties; or
- (e) such Defects are not due to fair wear and tear, improper storage, excessive heating, mechanical vibration or the contravention of the rules established in standard electrical practice.

3.3 Where the Customer notifies NETZSCH Australia Pty Ltd of an alleged Defect in accordance with clause 3.1, the Customer shall, at NETZSCH Australia Pty Ltd's request:

- (a) promptly return to NETZSCH Australia Pty Ltd the defective equipment or part which is subject to the Defect ("**Defective Part**");
- (b) do anything reasonable necessary to enable NETZSCH Australia Pty Ltd to repair, replace, or otherwise rectify the Defective Part including giving NETZSCH Australia Pty Ltd access to any premises where the Defective Part is located.

3.4 Unless otherwise agreed between the parties or as required by law under this Warranty, the removal of and the return of a Defective Part and the installation of any repaired, replacement or equivalent parts shall be performed by the Customer at its risk and expense. Where any Defective Part has been replaced, the Defective Part shall become the property of NETZSCH Australia Pty Ltd upon its removal. All replacement parts shall become the Customer's property upon installation.

3.5 Exclusions from the Warranty:

- (a) Any damage resulting from reactions between sample material and instrument parts, or from improper use, negligence, incorrect handling of the instrument or omissions by the customer;
- (b) Consumables such as, e.g., crucibles, O-rings, gaskets, filters, sample holders;
- (c) Heating elements and thermocouples
- (d) Graphite and ceramics parts of instruments operating at highest temperatures (>2000°C).

- (e) Third party manufactured items, including, without limitation, personal computers, components and accessories (each shall be subject only to the warranty (if any) provided by the original manufacturer).
- (f) Used, refurbished or previously owned instruments, which are sold by us "as is". A one-year guarantee plan may be purchased and is recommended by us for used instruments. Demonstration units, however, are covered under our Warranty.

3.6 Additional Exclusions and Limitations:

- (a) The Warranty excludes any instrument or accessories, which are identified on applicable price lists, quotations, maintenance contracts or special promotional materials for which our Warranty may be further limited. Included within this category are items which are sold at specially reduced prices with reduced Warranty protection (in some cases, extended Warranty protection may be available for purchase).
- (b) The Warranty does not cover loss, damage, or defects resulting from: transportation to the customer's facility, improper or inadequate maintenance by the customer, customer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the instrument, and /or improper site preparation or maintenance.
- (c) The warranty applies only to instruments within the country of original delivery. Instruments transferred outside the country of the original delivery, either by us at the direction of the customer or by the customer's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement of such instruments, based on the actual location of such instruments and our Warranty and/or service surcharges for such location(s).
- (d) Except in the case of an authorized distributor, authorized in writing by us to extend the Warranty to distributor's customers, the Warranty applies only to the customer as the original purchaser from us and may not be assigned, sold or otherwise transferred to any third party.
- (e) The warranty does not cover damage caused by environmental conditions. Examples of such conditions include, but are not limited to, customer-supplied power/utilities as well as contamination of the gas or cooling water supply.
- (f) NETZSCH reserves the right to replace components with remanufactured/refurbished assemblies, if available.

3.7 Unless the Order Confirmation provides otherwise, the Warranty Period shall be:

- a) Ninety (90) days from the services we perform

- b) Ninety (90) days from the date of installation or from the date of delivery (transfer of risk) of spare or replacement parts.
- c) Twelve (12) months from installation of the equipment, by the NETZSCH authorized customer service, or latest from 6 weeks after transfer of risk insofar NETZSCH is not accountable for the delay.

Effective as of 19 December 2025