

## MALA GPR Australia

Unit 26, 10-18 Orchard Road  
Brookvale NSW 2100, AUSTRALIA

sales@malagpr.com.au

Revision number: 1.4

Revision Date: 16-01-2024

Page 1 of 2

INSTRUMENT OWNER DETAILS		SHIPPING DETAILS (return shipment)	
Company Name		Company Name	
Street Address		Street Address	
Suburb		Suburb	
State		State	
Post Code		Post Code	
Purchase Order #		Contact Name	
Contact Person		Contact Phone	
Phone		Email	

Instrument	Serial #	Reported Fault
		[ ] No faults, Please perform annual preventative service.

CREDIT CARD PAYMENT DETAILS			
Card Type	[ ] VISA [ ] MasterCard [ ] American Express		
Card Number		Expiry	
Name on Card		Billing Address	
Suburb		State	Post Code
Declaration	I hereby accept the below repair estimate. I acknowledge that this is an estimate only and may change as detailed troubleshooting is commenced. I authorise for all repair & freight cost +10% GST to be charged to my credit card prior to dispatch. If a credit card is not used, an invoice will issued and payable by EFT.		
Signature		Date	

REPAIR ESTIMATE	item	# pcs	pcs cost	sub-total
Instrument inward freight				
Initial inspection and handling				
Labour, hourly				
Parts				
Instrument outward freight				
Misc				
<b>TOTAL ESTIMATE EXCL GST</b>				

FOR MALA OFFICE USE				
Serviced by		Date	MALA Ref	GGA _ _ _ _ _
Received back by		Date	Out Account	[ ] MALA [ ] Client
Signature			Complete ?	[ ] Yes [ ] No
			In Account	[ ] MALA [ ] Client

## MALA GPR Australia

Unit 26, 10-18 Orchard Road  
Brookvale NSW 2100, AUSTRALIA

sales@malagpr.com.au

These Terms and Conditions govern the repair and maintenance of your product by Guideline Geo Australia PTY LTD trading as MALA GPR Australia (Mala GPR).

1) If beyond the product's warranty period, Mala GPR will charge a reasonable fee to repair your Mala GPR product(s). When the product is covered by warranty or an extended service contract, Mala GPR will perform repairs under the terms of the warranty or the extended service contract, with proof of eligibility for such repairs. Mala GPR may subcontract with other service providers for the repair of your product.

2) Unless your product is repaired under warranty or extended service contract without charge, payment for repairs are to be made directly to Mala GPR. Your payment is due upon approval of repair charges. Unless specified otherwise, the estimated amount includes all parts, labour, and certain transportation required for the repair of the product plus GST, plus return shipping.

3) Mala GPR may hold you responsible for return shipping charges, if Mala GPR inspects your product, provides an estimate for you, and you do not authorize Mala GPR to undertake the repairs for the estimated charges. If Mala GPR determines, while inspecting your product, that repairs are needed due to the failure of parts that are neither supplied by Mala GPR nor Mala GPR branded or are needed due to damage caused by abuse, misuse or misapplication, Mala GPR reserves the right to perform repairs or to return the product to you without repairing it. You may also be charged for return shipping charges.

4) In the case of non-warranty repairs or maintenance where a revised estimate is needed, Mala GPR may seek your approval of a revised estimate. If you do not agree that Mala GPR may revise the charges, Mala GPR will return your product. Return shipping charges apply.

If repairing your product under your product's warranty or extended service contract, Mala GPR may use new or reconditioned parts, if permitted by the terms. If repairing parts outside of warranty or extended service contract, Mala GPR may use new or reconditioned parts. Mala GPR will retain the replaced part that is exchanged under repair service as its property, and the replacement part will become your property. Replaced parts are generally repairable and are exchanged or repaired by Mala GPR for value. If applicable law requires Mala GPR to return a replaced part to you, you agree to pay Mala GPR the additional cost of the replacement item.

5) If Mala GPR repairs your product under warranty or extended service contract, the repairs will be covered solely by the terms of the warranty or extended service contract and applicable provisions of law. If your product is repaired outside of warranty, Mala GPR warrants

- a) that the repairs will be performed in a competent and workmanlike manner and
- b) that all parts used to repair your product will be free from defects in materials and workmanship for a period of ninety (90) days, unless otherwise specified by Mala GPR. Information on your product's parts warranty may be obtained by contacting Mala GPR on +61 4 38278902.

The warranty on parts is an express limited warranty. If a defect exists in a replacement part during the part's warranty

period, at its option, Mala GPR will

- a) repair the part, using new or reconditioned replacement parts
- b) replace the part with a new or reconditioned equivalent part, or
- c) refund the original repair/replacement charges made by Mala GPR.

6) THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE REPAIR PARTS. MALA GPR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PARTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF MALA GPR CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY.

7) The customer shall, at its own expense, insure the Equipment at all times against all hazards including, but not limited to, fire, theft, and extended coverage insurance plus any damage or loss to the Equipment while the Equipment is in transit to or from Mala GPR Australia' office and whilst held by MALA GPR for repair/Service. The instrument owner shall also, at its own expense, carry public liability insurance with respect to the Equipment and the use thereof, in such amounts and with such insurers as are reasonably satisfactory to Mala GPR.

7) Some states and territories do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so these limitations or exclusions may not apply to you. The express limited warranty on repair parts gives you specific legal rights, and you may also have other rights that vary by state or territory.

8) IF ANY PRODUCT SHOULD BE DAMAGED OR LOST WHILE IN MALA GPR'S CUSTODY, MALA GPR'S LIABILITY WILL BE LIMITED TO THE COST OF THE ESTIMATED REPAIR COST OF THE AFFECTED PRODUCT. SUBJECT TO THE PREVIOUS SENTENCE, MALA GPR'S ENTIRE LIABILITY FOR YOUR DAMAGES OR LOSS FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE REPAIR OF YOUR PRODUCT, WHETHER DUE TO MALA GPR'S NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNTS THAT YOU PAY FOR REPAIR SERVICES. MALA GPR HAS NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS OR REVENUE. MALA GPR ALSO HAS NO LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR SOFTWARE APPLICATIONS. YOUR ONLY REMEDY UNDER THIS REPAIR AGREEMENT IS TO SEEK RECOVERY OF DAMAGES AGAINST MALA GPR IN AN AMOUNT NOT TO EXCEED WHAT YOU HAVE PAID FOR REPAIR SERVICES.

9) If you have not claimed your product and paid all charges due within sixty (60) days after being notified by Mala GPR that your product has been repaired, Mala GPR will consider your product abandoned. Mala GPR will provide such notice to you at the mailing address you furnished when you authorized the repairs. Mala GPR may dispose of your product in accordance with applicable provisions of law, and, specifically, may sell your product at a private or public sale

without liability to you. Mala GPR reserves its statutory and any other lawful liens for unpaid charges.

10) These Terms and Conditions are governed by the laws of the State of New South Wales (without giving effect to its conflict of law provisions). If any provision of these Terms and Conditions is held to be illegal or unenforceable for any reason, that offending provision will be deemed null and void and will no longer be part of the Terms and Conditions; and the Terms and Conditions will be enforceable as though that provision never was a part of such Terms and Conditions. These Terms and Conditions are the only Terms and Conditions that govern Mala GPR's repair of your product in Australia and New Zealand. No other oral or written terms or conditions apply, including Terms and Conditions in any purchase order that you provide to Mala GPR.

11) Mala GPR products are subject to foreign export control laws and regulations, and must be purchased, sold, exported, re-exported, transferred, or used in compliance with such export laws and regulations. Mala GPR warranties are valid in the country of legitimate purchase only and Mala GPR reserves the right to repair or not repair products that are purchased outside its territories and then imported.

12) You agree and understand that it is necessary for Mala GPR to collect, process and use your data in order to perform the service and support obligations under these Terms and Conditions. Mala GPR will protect your information in accordance with Mala GPR Customer Privacy Policy available at [www.malagpr.com.au/privacy](http://www.malagpr.com.au/privacy)

13) Shipping and Handling Fees for Repairs  
Note that there are return shipping and handling fees. Please contact Customer Support for details regarding your specific product model.

14) This service Contract shall be governed by the laws of the State of New South Wales, Australia and all terms used herein, unless otherwise defined, shall have the meaning set forth in the laws of the State New South Wales. In the Event of Default, this Rental Contract may be enforced in any court of competent jurisdiction in the City of Sydney, State of New South Wales, and the Renter hereby submits to the jurisdiction of such court regardless of the Renter's residence or where this Rental Contract may be executed