

## **Schedule A to the Contract**

### **1. Relationship to other documents**

- (a) This Schedule is to be read together with the Terms and Conditions of Quotation and Contract (**Contract**).
- (b) For the purpose of resolving any inconsistency between the various terms and conditions, the order of precedence is: (i) the terms and conditions in this Schedule; and (ii) the terms and conditions in the Contract.

### **2. Warranties apply to MICO Goods**

The warranties set out in this Schedule apply to all products manufactured by MICO Incorporated (**MICO Goods**) and sold by the Vendor.

### **3. Guarantee of Performance**

The Vendor warrants that the MICO Goods purchased by the Purchaser:

- (a) will perform in accordance with specifications as published by MICO from time to time under normal use and conditions for a warranty period specified by MICO for the MICO Goods from time to time; and
- (b) will be free from defects in materials and workmanship for the applicable warranty period.

This warranty is conditional upon:

- (a) the proper use, maintenance, management and supervision of the MICO Goods;
- (b) a suitable operating environment for the MICO Goods; and
- (c) the absence of any intentional or negligent act or other cause external to the MICO Goods affecting their operability.

### **4. Modifications**

- (a) If the Purchaser requires modifications or changes to any MICO Goods (**Modified MICO Goods**), a request for such modification must be provided to the Vendor in writing.
- (b) No warranty will apply to the Modified MICO Goods until MICO assigns a warranty to that product.
- (c) In the event that the Purchaser modifies the MICO Goods without the express written approval of the Vendor, all warranties applicable to the MICO Goods will be rendered null and void and have no effect.
- (d) The Purchaser agrees to indemnify the Vendor and MICO from and against any claims or liability arising out of the use of any MICO Goods which has been modified without the express written approval of the Vendor.

## 5. **Limitation of Liability**

- (a) The liability of the Vendor for any claim arising from a breach of warranty is limited to the repair or replacement of non-conforming or non-operative MICO Goods. This obligation arises only if the Purchaser provides the Vendor with a written warranty claim during the applicable warranty period.
- (b) The remedy in clause 5(a) is in lieu of, and to the exclusion of, all other remedies, obligations or liabilities on the part of the Vendor for damages, whether in contract, tort or otherwise, including damages for any defects in the MICO Goods or for any injury, damage or loss resulting from such defects or from any work done in connection with the MICO Goods.
- (c) Except as required by law, the Vendor will not, except in the case of death or personal injury resulting from the sole negligence of the Vendor, be responsible for any injury, damage or loss caused directly or indirectly by the MICO Goods, whether as a result of their operation or use or otherwise, and whether as a result of any defect in them or otherwise.
- (d) The Vendor will not be liable to the Purchaser or any third party for any special, consequential, incidental, indirect or punitive or other similar damages (including lost profit or lost revenue) or damages or losses arising out of, or related to, the Contract or the MICO Goods.
- (e) Under no circumstances will the Vendor's total aggregate liability in connection with the Contract exceed the amount paid to the Vendor by the Purchaser.