



DISCLAIMER

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1. The Customer acknowledges that any advice provided by AxionCS in respect of the use or installation of the Products is given in good faith and the Customer acknowledges that it is solely responsible for deciding whether the Products are appropriate to their proposed installation, situation and intended use.
2. AxionCS disclaims all responsibility for loss and damage arising (including any consequential loss or damage) which may be incurred by the Customer or another party as a result of the use or installation of the Products.
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4. AxionCS makes no warranty whether express or implied in relation to any of the Products or any advice provided in respect of the Products and, to the extent permitted by law, any implied warranty or condition of merchantability, quality or fitness for a particular purpose, is expressly negated. If conditions and warranties are implied under the Trade Practices Act 1974 and similar legislation and cannot be excluded, AxionCS limits its liability to the extent permitted by law to the re-supply of or (at AxionCS discretion) to the refund in part or in full of the purchase price of the Products.
5. By the use and installation of the Products, the Customer indemnifies and holds harmless AxionCS in respect of any and all claims which may be made against the Customer, AxionCS or others as a consequence of any use or installation of the Products which gives rise to a claim for liability whether made by the Customer or another person or company.
6. Under no circumstances will AxionCS, its employees, directors, officers, agents, partners, associates or suppliers be liable for loss and damage, or for direct, special, incidental, consequential or other damages (including any consequential claim for economic loss), whether based in contract, tort or otherwise arising from the use of the Products.
7. In this Disclaimer, the following expressions shall have the following meanings:
 - "AxionCS" means Axion Control Systems Pty Ltd (ACN 083 262 711) of 427 South Road, Bentleigh, post code 3204, in the State of Victoria, Australia and its directors, officers, employees, servants, agents and representatives.
 - "Customer" means the purchaser or any person and / or company who intends to and uses the Products for the purpose for which they are designed and shall include any person who misuses the products or uses the products for a purpose other than for which they were designed and intended to be used.
 - "Products" means all products and services that are manufactured, distributed, sold or provided by AxionCS, whether installed or supplied by AxionCS, or by the Customer, or by another party.

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