



Marine Plant Systems Pty Ltd

Last updated by Bryan Little 19/9/2025

Marine Plant Systems (MPS) - General Warranty Terms for Services

These General Warranty Terms shall apply to all services (the "Services") supplied by Marine Plant Systems (hereinafter referred to as "MPS") to its customers (the "Buyer").

1. Warranty & Service Acceptance

MPS warrants to the Buyer that the Services are performed in a professional, workmanlike manner, consistent with industry standards (the "Warranty").

Upon the completion of the Services, the Buyer shall, using due diligence, examine them. Unless the Buyer notifies MPS in writing to the contrary within three (3) days from completion, the Services shall be deemed to have been duly received and accepted.

2. Warranty Period

The warranty period is **twelve (12) months**, calculated from the date of the substantial completion of the Service (the "Warranty Period").

Services that have been rectified by MPS shall be subject to six (6) months renewed warranty, but MPS shall have no further liability for such rectified Services whatsoever after eighteen (18) months following the date of commencement of the original warranty period.

Any and all dates with respect to calculating the Warranty Period shall be determined by MPS in its sole reasonable discretion.

3. Warranty Claims

The Buyer must provide written notice of any warranty claim to MPS within **14 days** of the date when the Buyer becomes aware of the incident causing the damage, and this notice must be given no later than the end of the Warranty Period.



The written notice of a warranty defect shall include at least the following information: a description of the defect and its anticipated reason, the date of failure, and information on the project.

Warranty claims for MPS should be sent to:

Attn: Warranty Department, Marine Plant Systems

Address: 3/11 Blackly Row, Cockburn Central WA 6164 Australia

Email: sales@marineplantsystems.com

If the Buyer gives notice of a defect covered by this Warranty and no defect is found for which MPS is liable, the Buyer shall compensate MPS for the costs that MPS has incurred as a result of the notice.

4. MPS's Obligations & Responsibilities

MPS's obligations under this Warranty are limited, at MPS's option, to:

- (a) **re-performance** of the Service, or
- (b) **refund** of the Service at its original purchase price.

MPS also has the right to first try to remedy the issue via phone or email.

In connection with warranty services, the Buyer shall, at its own expense, arrange any required access to the location or equipment where the service was performed. MPS shall not be responsible for any costs in connection with warranty re-performance (such as work, travel, and comparable costs), nor for any local taxes or duties.

5. Warranty Exclusions

This Warranty does not cover:

- Natural wear and tear or damage resulting therefrom.
- Defects which can be fixed with minimum action, such as minor tightening and adjusting.
- Defect or damage due to the Buyer's failure to properly maintain or operate any related equipment, failure to comply with service and operating instructions, or due to an accident.
- Defect or damage that results from MPS following instructions stipulated by the Buyer or the Buyer's authorized representative.

- Any defects which are caused by circumstances that arise after the Service has been completed and risk has been transferred to the Buyer.
- Engineering work, except in cases where the Services sold by MPS consisted of engineering work.
- Any defects caused by a design, materials, or other technical requirements stipulated by the Buyer, the Buyer's authorized representative, or a third party.

6. Limitation of Liability

The liability of MPS under this Warranty shall apply to the exclusion of all other liability, whether contractual, tortuous or otherwise, for defects in the Service or for any loss or damage caused by them, direct or indirect.

All other conditions, warranties, or other statements of a similar nature whatsoever concerning the Services, whether express or implied, are hereby excluded. In particular, MPS grants no warranties regarding the fitness for a particular purpose or performance of the Service, whether express or implied.

Marine Plant Systems: Warranty on Services – Terms and Conditions of Validity

To ensure the integrity and fairness of our extended warranty on services (workmanship), the following conditions and limitations apply. The validity of any warranty claim is contingent upon the client's adherence to these terms.

1. Condition of "As-Left" Acceptance

Our warranty applies exclusively to the workmanship performed by Marine Plant Systems and the condition of the serviced equipment as documented and accepted by the client upon completion of our work (the "as-left condition"). Any unauthorised alteration from this condition may invalidate the warranty.

2. Conditions Invalidating Warranty Coverage

The warranty shall be considered void, and we shall have no obligation to re-perform Services, if the alleged defect arises from, or is contributed to by, any of the following:

- **Unauthorised Alteration, Adjustment, or Repair:** Any adjustment, modification, or repair work performed on the serviced equipment or directly interfacing systems by the ship's crew, the client, or any third-party contractor not authorised in writing by Marine Plant Systems.
- **Improper Operation or Maintenance:** Failure to operate, monitor, and maintain the equipment in accordance with the Original Equipment Manufacturer's (OEM) specifications and standard maritime practice. The client must maintain and, upon request, provide auditable logs and records of routine maintenance.
- **Failure of Interfacing or Dependent Systems:** A defect or failure caused by ancillary, connected, or dependent systems outside of our direct scope of work.
 - *Example:* A pump serviced by us fails due to contaminated fluid from a tank we did not service, or a motor fails due to an unstable power supply from the vessel's switchboard.
- **Accident, Misuse, or Negligence:** Damage resulting from collision, grounding, improper storage, operator error, negligence, or exposure to conditions exceeding the equipment's design specifications.
- **Use of Non-OEM or Unapproved Parts/Consumables:** The use of spare parts, fluids, lubricants, or other consumables that do not meet or exceed OEM specifications.

3. Process for Warranty Claim Assessment

To initiate a valid claim and determine the root cause of an issue, the following process must be followed:

- **A. Timely Written Notification:** The client must notify Marine Plant Systems in writing of any potential warranty claim within **14 days** of first observing the issue. The notification must include available operational data, alarms, and a detailed description of the observed fault.
- **B. Preservation of Evidence:** Upon discovering a potential issue, the client shall cease operation of the equipment if safe to do so and take all reasonable steps to preserve the equipment and associated data in its state at the time of the fault. No intrusive investigation or disassembly shall be performed prior to a joint inspection.
- **C. Joint Inspection and Root Cause Analysis (RCA):** Marine Plant Systems reserves the right to attend the vessel or worksite to conduct a joint inspection with the client's representatives. The primary purpose of this inspection will be to conduct a Root Cause Analysis. Access to the equipment, relevant personnel, and all operational/maintenance logs is a pre-requisite for assessing the claim.
- **D. Determination of Defect:** A warranty claim is only considered valid if the Root Cause Analysis conclusively determines that the failure is a **direct result of a deficiency in the original workmanship** performed by Marine Plant Systems, and not a result of any of the invalidating conditions listed in Section 2. If the cause is inconclusive or found to be external to our workmanship, the warranty will not apply.

Summary and Clarification of MPS Warranty Terms for Goods and Services

This document clarifies the warranty terms provided by MPS, particularly concerning the distinction between Goods and Services supplied to our clients. MPS frequently supplies Goods in conjunction with our expert Services. It is crucial for all parties to understand the separate warranty provisions and remedies that apply to each.

1. Warranty Liability Periods

The warranty periods for Goods and Services are distinct and separate:

- **Goods:** The warranty period for Goods is **twelve (12) months**. This period commences from the date of delivery or the date of installation and commissioning, whichever occurs first.
- **Services:** The warranty period for Services is **twelve (12) months**. This period commences from the date of completion of the Services.

2. Exclusive Remedy for Defective Goods

In the event that Goods are found to be defective during the applicable 12-month warranty period, the client's **sole and exclusive remedy** from MPS is the **resupply of the specific quantity of Goods** identified as defective.

To action a claim, the client expressly agrees to follow the process detailed in the official **MPS Warranty Policies and Procedures for Goods**, which is a separate document.

3. Limitation of Liability Regarding Services

For the avoidance of doubt, a defect in the Goods does not constitute a defect in the Services.

If a defect in the Goods occurs—whether those Goods were supplied independently or as part of a project involving our Services—MPS is **not liable** to:

- Re-perform the original Services associated with the Goods.
- Pay for, or reimburse, any costs associated with the re-performance of the Services by the client or any third party.

In summary, the warranty for Goods is strictly limited to their replacement. It does not extend to cover the labour, time, or other costs related to the Services that may have been performed using those Goods.

MPS Warranty Policies and Procedures for Goods

This document outlines the terms, conditions, and procedures for warranty claims relating to all goods ("Goods") supplied by MPS. These terms are to be read in conjunction with any sales agreement between MPS and the buyer ("the Buyer").

1. Our Commitment & Australian Consumer Law

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a **major failure** and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of **acceptable quality** and the failure does not amount to a major failure.

The warranty detailed in this document is provided by MPS and is in addition to any rights and remedies the Buyer may have under the ACL.

2. MPS Warranty Period

MPS warrants that new Goods will be free from defects in material and workmanship for a period of **twelve (12) months**.

- This warranty period commences from the **date of delivery** of the Goods or the **date of installation and commissioning**, whichever occurs first.
- The warranty period for any repaired or replaced Good expires at the same time as the warranty period of the original Good would have expired.

3. Warranty Claim Procedure

Should a defect covered by this warranty appear, the Buyer must follow this procedure:

1. **Initial Inspection:** Upon receiving the Goods, the Buyer must diligently examine them for quantity and any apparent damage. Any discrepancies or obvious damage must be reported to MPS in writing within **three (3) days** of delivery.
2. **Notification of Defect:** The Buyer must provide written notice of any warranty claim to the MPS Warranty Department within **14 days** of becoming aware of the defect. The claim must be submitted before the end of the 12-month warranty period.
3. **Required Information:** The written notice must include comprehensive details to facilitate assessment.

4. **Return of Goods for Assessment:** At MPS's request, the Buyer must send the defective Good to a location designated by MPS for assessment. **Subject to any non-excludable rights under the Australian Consumer Law, the Buyer is solely responsible for all effort, costs, and risks associated with the return of the Good.** This responsibility includes, but is not limited to:

- Proper and secure packing suitable for the size, weight, and nature of the Good to prevent damage during transit.
- All freight, shipping, and transportation charges.
- Any applicable insurance, customs duties, taxes, and clearance fees.

MPS accepts no liability for Goods that are lost or damaged during transit to its designated facility.

4. Inspection, Testing, and Claim Validation

Upon receipt of the returned Good, MPS or its designated experts, including but not limited to the original equipment manufacturer (OEM), will conduct a thorough inspection and testing process to determine the root cause of the reported failure.

- **Invalid Claims:** If the investigation determines that the failure is not due to a defect in material or workmanship covered by this warranty (e.g., the failure is due to an exclusion listed in Section 7), the claim will be rejected. In such an event, **the Buyer shall be liable for and must reimburse MPS for all reasonable costs incurred.** These costs include, but are not limited to:
 - Costs associated with the processing and administration of the warranty claim.
 - The full cost of any investigation, inspection, and testing of the returned Good.
 - The full cost of any replacement Goods that may have been supplied in advance of the investigation's conclusion.
- **Reporting:** For all investigated claims, MPS will provide the Buyer with a documented test report summarizing the findings of the root cause analysis.

5. Exclusive Remedy & MPS's Obligations

If a Good is found to be defective under this warranty, MPS's sole obligation is, at its discretion, to:

- **(a) Replace** the defective Good, or the defective part of the Good; or
- **(b) Repair** the defective Good.

The replaced or refunded Good becomes the property of MPS.

6. Limitation of Liability Regarding Services

For the avoidance of doubt, a defect in the Goods does not constitute a defect in any Services provided by MPS.

If a defect in the Goods occurs—whether those Goods were supplied independently or as part of a larger project involving our Services—MPS is **not liable** to:

- Re-perform the original Services associated with the Goods.
- Bear any costs, financial or otherwise, associated with the re-performance of the Services by the client or any third party.

7. Warranty Exclusions

This warranty does not cover:

- Natural wear and tear.
- Consumable items like gaskets, filters, and seals.
- Defects or damage resulting from improper storage, installation, maintenance, or operation.
- Damage from accidents, overloading, or failure to follow operating instructions.
- Any defect caused by circumstances arising after the risk has passed to the Buyer.
- The use of non-genuine parts. This warranty becomes **null and void** if parts other than those supplied by MPS have been used in the Good.
- Any materials or designs stipulated or provided by the Buyer or a third party.