Synergy Hardware Warranty

Flex-Able Ltd | Version 1.3 | 20 October 2026

1. Warranty Period

Flex-Able Ltd ("Supplier", "we", "us") provides a 24-month return-to-base warranty on Synergy hardware supplied as part of the Services, commencing from the date of installation or, where installation is not provided by Flex-Able Ltd, the date of delivery, unless otherwise expressly agreed in writing.

The main control unit is covered by a replacement warranty during this period. If the main control unit fails within 24 months due to a manufacturing defect, Flex-Able Ltd will arrange for replacement of the unit at its cost, including reasonable labour required for replacement, subject to clause 4.

All other hardware components are covered by a return-to-base replacement warranty only.

2. Consumable Components

Certain components are considered consumable items due to normal operational wear. These include, but are not limited to:

- device relays
- temperature probes

Consumable components may require periodic replacement as part of normal system operation and are not covered under warranty replacement or labour provisions.

Installation or replacement of consumable components is the responsibility of the Customer unless otherwise agreed.

3. Warranty Claim Process

If a hardware component is believed to be defective during the warranty period:

1. The component must be returned to Flex-Able Ltd for inspection, unless Flex-Able Ltd arranges an alternative process for an installed main control unit.
2. If the component is confirmed to be defective within the warranty period, Flex-Able Ltd will provide a replacement component.
3. Replacement components will be supplied once the faulty component has been returned, unless otherwise arranged by Flex-Able Ltd.

Replacement parts will be supplied at Flex-Able Ltd’s cost where the fault is confirmed to be covered under warranty.

4. Warranty Work and Contractors

Flex-Able Ltd reserves the right to organise and perform any warranty work using contractors of its choosing.

Where a third-party contractor is engaged to perform warranty work, including replacement of the main control unit, the labour and travel component covered by Flex-Able Ltd will be capped at NZD $200 + GST per warranty

event. Any labour, travel or service costs exceeding this amount may be charged to the Customer, subject to applicable law and any written agreement to the contrary.

5. Exclusions

This warranty does not cover:

- damage caused by misuse or modification of the equipment;
- incorrect installation or installation carried out by persons not authorised by Flex-Able Ltd;
- electrical faults or power supply issues external to the supplied equipment;
- operation outside recommended operating conditions;
- normal wear and tear of consumable components;
- installation labour for replacement consumable items.

6. Site Access and Service Availability

Where warranty work requires inspection, repair or replacement of installed equipment, the Customer agrees to provide reasonable access to the equipment and installation site.

If access cannot be provided during normal working hours, or if additional site requirements apply (such as induction, supervision or restricted access procedures), any additional costs incurred may be charged to the Customer.

Flex-Able Ltd will use reasonable efforts to schedule service visits at mutually convenient times.

7. Environmental and External Damage

This warranty does not cover damage caused by environmental conditions or external factors outside the control of Flex-Able Ltd, including but not limited to:

- lightning or electrical surge;
- water ingress, flooding or excessive moisture;
- vermin or pest damage;
- physical damage to equipment;
- incorrect installation or installation carried out by third parties;
- modification or interference by third parties;
- connection to incompatible equipment or systems.

Repairs or replacements required due to these causes may be carried out by Flex-Able Ltd at the Customer's cost.

8. Third-Party Services

Flex-Able Ltd does not guarantee the availability or performance of services that rely on third-party infrastructure or providers, including but not limited to:

- radio communication networks;
- internet connectivity;
- telecommunications networks;
- server or cloud hosting services.

While Flex-Able Ltd will use reasonable efforts to maintain services within its control, service interruptions may occur from time to time.

Radio signal coverage is not guaranteed and must be determined as adequate prior to installation.

9. Limitation of Liability

This warranty provides for the repair or replacement of defective hardware in accordance with its terms.

To the maximum extent permitted by law, Flex-Able Ltd shall not be liable for any indirect, incidental, consequential or economic loss arising from equipment failure or service interruption, including loss of production, revenue, product, business opportunity or operational downtime.

Any liability relating to hardware, products or services supplied by Flex-Able Ltd remains subject to the limitations and exclusions set out in the Flex-Able Ltd Master Terms and Conditions and, where applicable, any express variations agreed under a Supply and Services Agreement.

Nothing in this warranty excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified.

10. Post-Warranty Limitations

Once the 24-month warranty period has expired, Flex-Able Ltd will have no further contractual obligation under this warranty to repair or replace hardware except at the Customer's cost or as otherwise agreed in writing.

No claim under this warranty may be made for defects, faults or failures discovered after the warranty period has expired, including claims based on alleged latent or hidden defects, except where required by applicable law.

11. Relationship to Contractual Terms and Statutory Rights

This warranty applies to Synergy hardware supplied by Flex-Able Ltd and must be read together with the Flex-Able Ltd Master Terms and Conditions, which govern the provision of products and services.

Where hardware is supplied under a Supply and Services Agreement, any express project-specific warranty provisions agreed in that Agreement or its Schedule 1 will prevail to the extent of any inconsistency concerning that supply. Otherwise, the Flex-Able Ltd Master Terms and Conditions prevail over this warranty to the extent of any inconsistency.

Nothing in this warranty excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded, restricted or modified, including any applicable rights under the Consumer Guarantees Act 1993.

12. Updates to this Warranty

Flex-Able Ltd may update or revise this warranty from time to time. Any updates will apply to products supplied after the updated warranty takes effect.

The warranty terms that apply to hardware already supplied will be those in effect at the time the warranty period commenced under clause 1, unless otherwise agreed in writing.