

Roadwest Transport Equipment & Sales Pty Ltd

Warranty Policy



PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT COVERAGE UNDER THIS WARRANTY, INCLUDING YOUR OBLIGATIONS, YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW, AND OTHER IMPORTANT TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS.

This warranty is given by Roadwest Transport Equipment & Sales Pty Ltd ACN 063 705 359 ATF The Jack Lombardi Family Trust ABN 92 155 802 566 ("Roadwest," "us," "we," "our").

We reserve the right to amend this warranty policy from time to time. Any subsequent version of this warranty policy shall apply to all Products (as defined below) sold after the date the amended warranty policy is published on our website or at the time we provide you with a copy of the amended warranty policy (whichever occurs first).

What is covered by this warranty?

Subject to the exclusions set out in this warranty, we offer a limited warranty which covers all new Roadwest equipment and components ("Products").

This warranty expressly excludes defects in design and/or materials in third-party proprietary items supplied, fitted, or installed by us ("Proprietary Items") (which may be covered by separate manufacturer's warranties (where offered)). Such Proprietary Items include, but are not limited to, suspensions, axles, hydraulic equipment, landing legs, tyres, brakes, rims, wheels, refrigeration equipment, curtains, and load securing equipment.

To whom is this warranty given?

This warranty is given to the original purchaser of the Products ("you," "your").

You may only transfer or assign the benefit of this warranty with our prior written consent. This warranty is otherwise non-transferrable.

We may transfer or assign our rights and/or obligations under this warranty at our sole discretion.

Application and Warranty Period

We warrant that our Products shall be free from all defects in materials and workmanship that arise under normal use for a period of **two (2) years** from the date the Products are delivered or from the date of payment of our invoice, whichever is earlier ("Warranty Period").

Pre-conditions for making a claim

All invoices must be paid in full on or before their due date before any warranty claims can be accepted by us and a claim under this warranty is only eligible if it is made within the Warranty Period.

In order to receive the benefit of this warranty, the Product that is the subject of the warranty claim:

1. must have been submitted to us for testing and inspection during the Warranty Period in accordance with Roadwest's Owner Service Policy dealing with adjustments and inspections; and
2. must have been used in accordance with legal loading and speed limits, correctly coupled, and operated in such a manner as may be prescribed by us (or if we have not prescribed such a manner, then in such a manner is normal for the Product);
3. must not have been modified, altered, or repaired in anyway whatsoever by any person other than us or our authorised representative.

No extension to Warranty Period

Repairs and/or replacements carried out under this warranty will not extend the Warranty Period, nor will they result in the Warranty Period being restarted, nor a new Warranty Period being initiated.

No employee or agent of ours, nor any other person, is authorised to extend or enlarge the terms of this warranty.

Our obligations under this warranty

At our election, and subject to the terms of this warranty, we will either repair or replace the Product that is the subject of a claim under this warranty, if:

1. we consider, in our sole and unfettered discretion, that the Product has a defect directly caused by faulty materials and/or workmanship; and
2. you make a claim under this warranty within the Warranty Period and in the manner set out herein.

We reserve the right to charge a service fee for the inspection of any Product that is the subject of a claim under this warranty. If we, or our authorised representative, inspect the Product and determine there to be a defect, then we may, at our discretion, waive or refund the service fee.

To the maximum extent permitted by law, our liability under this warranty is limited solely to, at our discretion:

1. the replacement of the Product or the supply of an equivalent Product; or
2. the repair of the Product.

We will rectify the defect in the Product as soon as practicable but will not be liable for any loss or damage caused by any delay.

What is expressly excluded from this warranty?

For the purposes of this warranty, we will not be obliged to rectify any defects in the Product as a result of defects attributable to damage caused by:

1. fair wear and tear (i.e. wear and tear attributable to ordinary, regular use of the Product);
2. misuse, abuse, or neglect (whether wilful, accidental or negligent);
3. accidents or damage from external forces;
4. overloading the Product;
5. corrosion (including from salt spray);
6. the use of inappropriate cleaning products;

7. modifications, alterations, or repairs made by any person other than us or our authorised representatives;
8. inadequate and/or improper maintenance other than as specified or recommended by us;
9. the use of the Product following the discovery of deficiency which has not been rectified; and
10. natural events or disasters, including, without limitation, fire, lightning, high winds, hail, earthquakes, and floods.

Limitations and exclusions

To the maximum extent permitted by law, this warranty expressly excludes:

1. routine, regularly required maintenance;
2. defects in the design, materials, and/or workmanship of Proprietary Items;
3. damage to personal property;
4. consumables and items not intended for reuse;
5. freight, transport, and storage costs;
6. costs associated with third-party repairs that have been undertaken without our prior written consent; and
7. additional labour costs that are outside the scope of this warranty.

For the avoidance of doubt, to the maximum extent permitted by law, in no circumstances will we be liable to you for any consequential or indirect loss suffered by you either directly or indirectly as a result of a defect in the Product, including, without limitation, loss of profits, loss of revenue, loss of any contract value, loss of anticipated profits, or damages for lost opportunity or business interruption.

How to make a claim under this warranty

To make a claim under this warranty you must, prior to the expiry of the Warranty Period, contact us and provide details of your warranty claim in writing.

We may ask you to provide proof of purchase documentation, as well as any other information and/or documents reasonably requested by us to assess your warranty claim.

Upon receipt of your warranty claim and any relevant documentation, we will contact you to arrange for a time for us, or our authorised representative, to inspect the Product that is the subject of the warranty claim.

You are responsible for any expenses of claiming the warranty.

If we determine there is a defect in the Product that is covered by this warranty, then we will either repair or replace the Product.

Any services requested by you outside of the scope of this warranty will be charged in accordance with our prevailing rates.

No exclusion of statutory warranties

Nothing in this document shall be read or applied so as to purport to exclude, restrict, or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods and/or services of all or any of the provisions the *Competition and Consumer Act 2010* (Cth), or any relevant State or Federal Legislation which by law cannot be excluded, restricted or modified.

The Australian Consumer Law

This section applies where you are deemed to be a 'consumer' under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ("Australian Consumer Law").

Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. 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 Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.

This is not an exhaustive list of your rights under the Australian Consumer Law.

Contact details

Our contact details are as follows.

Roadwest Transport Equipment & Sales Pty Ltd

Address: 100 Beechboro Road
Bayswater WA 6053

Tel: (08) 9272 7500

Email: roadwest@roadwest.com.au

Web: www.roadwest.com.au