

WARRANTY

Austin Engineering Ltd (the Company), warrants all manufactured, serviced or repaired components as follows:

1. Warranty -

Newly manufactured products

- (a) Twelve (12) months or 6000 hours operation whichever occurs first, from date of delivery or installation when installed by the Company or its authorised company representative and that installation forming part of the agreed purchase value of the product and that no obstruction to the required installation process has occurred.

Repaired, Remanufactured Components, Equipment or Product

- (b) Warranty for repaired, re-manufactured components, equipment's or product shall remain valid for a period of three months unless extended warranty obligations are agreed in writing by the Company and that agreement forms part of the purchase price.
- (c) The warranty shall apply to labour, materials and parts manufactured for and in the course of repair, remanufacture or reclamation of the product subject to the product not being considered fatigued or stressed by age or operation in any way.

2. Externally Sourced Components -

- (a) The warranty shall apply to labour, materials and parts manufactured by the Company. No warranty is given by the Company on proprietary component/s supplied by others that form part of the product. Any warranty on these parts shall be the responsibility of, and carry the warranty of the supplier of the proprietary component/s. To the extent it is possible to do so, the Company assigns to the customer the benefit of any such warranty from any supplier.

3. Customer Sourced Components or Specifications -

- (a) When the Company installs in the product a component specified by the customer or where the Company manufactures, all or any part of a product to specifications or technical requirements supplied by or required by the Customer, then those parts of any product shall not be subject to this warranty unless the company has provided written concurrence to the inclusion of the component in lieu of the Company recommended component.

4. Warranty Exclusions -

- (a)** All warranty claims will be considered invalid if the product is utilised outside the intended purpose, inadequately maintained, modified by design, inclusion of additional component/s or when ambiguous, misleading or incorrectly specified operating or design requirement parameters are provided by the customer.
- (b)** This warranty does not extend to and the Company accepts no liability for, nor will any claim be accepted by the Company, for any fault, defect, breakdown, failure to operate or to operate any specified performance level where any one or more of the following has occurred: -
 - (1)** Failure to operate the Products at or within any performance criteria set out by the Company or any third party who has supplied a component;
 - (2)** Failure to operate or use the product in compliance with any manuals or notices or the like given by the Company;
 - (3)** Failure of a component supplied by someone other than the Company;
 - (4)** Failure caused by or constituted to by any work carried out on the product by anyone other than the Company;
 - (5)** Failure caused by or contributed to by any component supplied by the customer or attributable to any specifications, technical data or other information supplied for or on behalf of the customer;
 - (6)** Failure through act of God or any other cause beyond the control of the Company.
- (c)** The extent of warranty is limited to the repair or replacement (at the Company's discretion) of the product under warranty. The Company does not accept consequential liabilities, compensation, loss of profit and/or damages resulting from any approved warranty claim.

5. Claiming Warranty Work

- (a)** Notification of Intended Warranty Work shall be submitted to the Company before commencement of work (If practical).
- (b)** All claims for Warranty shall follow the Company's warranty procedure that is reviewed from time to time.
- (c)** The Company may reimburse for the cost of repair that has been approved by customer before the work is done.
- (d)** Any product on which a warranty claim is proposed to be made must be returned to the Company's factory at the customer's expense.
- (e)** The Company may require substantiation of the number of hours the product has been operated for.
- (f)** All warranty works undertaken will be undertaken at the Company's facilities unless special provisions are provided and included in the purchase price of the product, notwithstanding all transport costs, labour associated accommodation cost and specialised hire equipment costs will remain the responsibility of the customer or client.
- (g)** All warranty work shall be carried out during normal working hours unless overtime is requested by the client. All overtime and associated penalty rates will be to the clients account.

6. General Reservation

- (a) The Company reserves the right to invalidate any warranty claim where substantiation of cause of failure cannot be clearly defined by the Company, the Company representative or independent body agreed to be an authority for assessment within the appropriate profession, industry or institute.

Trade Practices / Fair Trading

- (b) No term of this Warranty purports to exclude, restrict or modify the application of any of the provisions of the Trade Practices Act or other governing or regulatory bodies where those provisions have mandatory application.

7. Assignment of Warranty

- (a) The benefit of this warranty is personal to the customer and is not assignable by the customer without the Company's written consent.

WARRANTY PROCEDURES

In the event of failure requiring warranty assistance the attached form is to be completed and sent to Austin Engineering along with a purchase order documentation marked "Subject to Warranty".

In the event Austin Engineering personnel are required to attend site to carry out or assist in rectification of a defect clauses/s 5(f) within the Certificate of Warranty may be applicable. No rectification works should proceed on the assumption that Austin Engineering will carry out all associated costs.

Authority to proceed with warranty works on behalf of Austin Engineering shall be approved in the first instance to ensure the product returns to service in the minimum time.

Final acceptance of cost for the repairs will be subject to:

- **Inspection of the defective item**
- **Circumstances surrounding the failure**
- **Presentation of valid maintenance records; and**
- **In the case of proprietary items – acceptance of warranty by the supplier.**



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WARRANTY CLAIM FORM

WARRANTY ACKNOWLEDGEMENT (To be completed by Austin Engineering)

Business Unit: _____

Date Received: _____ Received by: _____

Faulty Component Sighted: Yes No

Service Support Required: Yes No

Parts Support Required: Yes No

Copy to Engineering: Yes No

Cause of Failure: _____

Rectification: _____

Warranty Accepted:

(Signature)

(Title)

Austin Engineering
Job No: _____

Labour Cost: _____

Material Cost: _____

Other Cost: _____

Total Cost: _____