

## SYKES PRODUCT WARRANTY

**1. Sykes Group Pty Ltd of ABN 61 004 093 752 of 12 Hoskins Road, Landsdale WA 6065; tel 1300 ALLIGHT; warranty@allightsykes.com (Address),** provides the following warranty for its manufactured products.

### 2. Coverage

This is a warranty which applies to all products manufactured by the Company. These products are warranted against defects in material and workmanship for a period of twelve months from the date of delivery, or in the case of pumps, for a period of 12 months from the date of delivery or 2000 hours of operation (whichever occurs first). This warranty coverage is applicable to the first end user who places the products in actual use (the **Customer**). Any person holding such products solely for wholesale or retail sale purposes shall not constitute the Customer.

### 3. Claiming

To claim under this Warranty, the Customer must at its cost notify the Company of the warranty claim by mail or email at the Address, within 14 days of discovery of the error or defect within the Warranty Period. If requested by the Company, the Customer must complete a Warranty Claim Form which the Company provides. The Company will initiate the warranty claim procedure and determine whether the warranty claim is accepted.

### 4. The Company's Responsibilities

Subject to clause 5 below, if a defect in material or workmanship arises during the Warranty Period and the warranty claim is accepted by the Company, the Company will, during normal working hours and through the Company's place of business or other place approved by the Company:

- a) Provide (at the Company's choice) new, remanufactured or approved repaired parts or assembled components needed to correct the defect;
- b) Provide for the cost of service supplies such as coolant, oil and filters which are made unserviceable by the defect;
- c) Provide for the repair of any failure in the product which is due to a defect in the workmanship or materials in the product; and
- d) Provide for authorised repair agent travel costs if the product is inoperative due to a defect and in the opinion of the Company cannot be reasonably transported to an appropriate service location. This is to a maximum of AUD500 per approved claim.

Items replaced under this warranty become the property of the Company.

### 5. The Customer's Responsibilities

In order for this warranty to apply, the Customer is responsible for:

- a) Providing proof of purchase;
- b) Installing and operating the product in accordance with the Company's instruction;

- c) Providing suitable proof that the required maintenance has been performed at the correct hours of running or time intervals;
- d) Accepting the Company's sole judgment as to whether the faulty product or part is defective in material or workmanship;
- e) Promptly making the product available for repair;
- f) Labour costs, except as stated under "The Company's Responsibilities", including costs incurred in removing and replacing a failed engine or pump.
- g) Premium or overtime labour costs;
- h) The Company's costs to investigate complaints;
- i) The costs and risks for transportation/shipping and other charges associated with the replacement of the repair parts;
- j) All costs associated with transporting the product to and from the place of business of the Company or other source approved by the Company;
- k) Other miscellaneous costs including but not limited to travel, mileage, lodging, taxes, telephone calls, overtime, etc., except as stated under "The Company's Responsibilities";
- l) Parts shipping charges;
- m) Any costs in excess of the purchase price of the product; and
- n) Completing payment for the purchase of products, parts or services relating to the products under warranty.

### 6. Exclusions

Specific items excluded from the warranty are: lip seals, "O" rings and all rubber components. Any other component parts or assembled components included in products that are supplied to the Company with a manufacturer warranty are excluded from this warranty.

### 7. Warranty on parts supplied free of charge

Warranty on parts supplied free of charge for warrantable repairs is for the unexpired portion of the original Warranty Period.

### 8. Authorised Repair

Under the terms of this warranty, only the Company or such other agent nominated in writing by the Company is permitted to repair this product.

### 9. Limitations

This warranty does not extend to repairs or replacement due to:

- a) The Customer's improper installation, maintenance, use or negligent operation of the product;
- b) Any operation that is outside the Company's specified rating and operating parameters;
- c) Failures resulting from unauthorised or improperly performed repairs or adjustments;
- d) Failures resulting from unauthorised or improperly performed repairs or adjustments to fuel settings or to engine RPM;
- e) Failures resulting from continued running after a defect has become apparent;
- f) Failures resulting from the Customer's delay in making the product available after being notified of a potential product problem;

- g) Damage due to a corrosive environment or an environment that does not comply with the Company's storage and usage instructions;
- h) Clogged fuel pipes, sticking valves or any other damage caused by contaminated or stale fuel;
- i) Parts which are scored or broken because an engine was operated with insufficient or contaminated lubricating oil, or an incorrect grade of lubricating oil;
- j) Damage or wear caused by dirt which entered the engine because of improper air cleaner maintenance, re-assembly, or the use of a non-original air cleaner element or cartridge;
- k) Low battery voltage, under / over speeding, overload or short circuit. This includes damage to wiring, diodes and electrical or electronic devices;
- l) Fading of painted surfaces, deterioration of painted surfaces, rubber and plastics, and rusting due to the passage of time;
- m) Overheating caused by restriction of airflow by foreign material, or by inadequate ventilation;
- n) Alterations, repairs or attachments not authorised by the Company in writing;
- o) Altered fuel or alternate fuel such as LPG or aviation fuel;
- p) An accident or other incident resulting in damage to the product; and
- q) Normal wear and tear.

This warranty is given by the Company and no person is authorised to extend modify or vary it in any manner whatsoever. All other warranties, conditions or representations, expressed or implied, statutory or otherwise are excluded, to the extent that it is lawful to do so. This warranty is solely for the benefit of the Customer and is not transferable. Any claims under the terms of this warranty will be subject to the Company's judgment, which will be final and conclusive. However nothing in this warranty shall be read or applied in any way to limit the generality of the foregoing so as to exclude restrict or modify, any right or remedy implied by law whether by statute or otherwise, to the extent that it is unlawful to do so.

## 10. Consumer Rights

If you are a Consumer for the purpose of the Consumer Guarantees under the Australian Consumer Law, and subject to the limitation of liability in clause 11 below:

- a. The benefits to you given by this warranty are in addition to other rights and remedies of the Consumer under a law in relation to the goods or services to which the warranty relates; and
- b. Our goods 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 goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## 11. Limitation of the Company's liability in connection with the Warranty:

- a. The Company is not responsible for incidental or consequential damage. Subject to clause 11(b) below, the liability of the Company for any damage, expense, loss, liability or cost, however caused (including by the negligence of the Company) suffered or incurred by the Customer in connection with the supply of services or goods by the Company and under this warranty, and if the Customer is a Consumer, a failure by the Company to comply with a Consumer Guarantee, is limited to (at the Company's option):
  - 1) in relation to goods, including goods which are the product of the services:
    - replacing the goods or supplying equivalent goods;
    - repairing the goods;
    - paying the cost of replacing the goods or of acquiring equivalent goods; or
    - paying the cost of having the goods repaired; and
- b. In relation to a failure by the Company to comply with a Consumer Guarantee, this clause does not apply:
  - 1) to Excluded Goods or Excluded Services;
  - 2) to a Title Guarantee; or
  - 3) if it is not Fair or Reasonable for the Company to rely on it.
- c. In this clause:
  - 1) **Australian Consumer Law** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of the applicable state or territory fair trading legislation as applicable;
  - 2) **Consumer** has the same meaning as in section 3 of the Australian Consumer Law;
  - 3) **Consumer Guarantee** means a Consumer Guarantee applicable to this contract under the Australian Consumer Law, including any Express Warranty;
  - 4) **Excluded Goods** means 'goods of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 3 of the Australian Consumer Law;
  - 5) **Excluded Services** means 'services of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 3 of the Australian Consumer Law;
  - 6) **Express Warranty** has the same meaning as in section 2(1) of the Australian Consumer Law;
  - 7) **Fair or Reasonable** means 'fair or reasonable' for the purposes of section 64A of the Australian Consumer Law;
  - 8) **Title Guarantee** means a guarantee pursuant to any of sections 51, 52 or 53 of the Australian Consumer Law.