

AAA Engineering Technologies Pty Ltd

MANUFACTURER'S WARRANTY

This document sets out the warranties that are given by **AAA ENGINEERING TECHNOLOGIES PTY LTD** ACN 002 970 238 ("AAA") in relation to the Product purchased from or manufactured by AAA.

1. **DEFINITIONS** In this document the following expressions have the meaning ascribed to them by this clause:
 - (1) **AAA** means AAA Engineering Technologies Pty Ltd ACN 002 970 238;
 - (2) **Customer** means the party who acquired the product from AAA for that party's use or, if the party who acquired the product from AAA was an authorised distributor, reseller or dealer, the party who acquired the product from the distributor, reseller or dealer.
 - (3) **OEM equipment** means items of equipment fitted to the product by AAA and which items have been manufactured by others and have their own manufacturers warranty, including, for example, radio transceivers, water pumps and motor vehicles
 - (4) **Product** means the goods or machinery that the customer acquired and which were manufactured by AAA.
2. **WARRANTY** Subject to clause 3, AAA expressly warrants that the AAA product is free from operational defects in workmanship and materials for a period of 3 years from the date of purchase of the product from AAA or from an AAA authorised distributor, reseller or dealer.
3. **LIMITATIONS** AAA does not warrant that the operation of the product will be uninterrupted or error free. The Customer must read and follow all set up, usage instructions and manuals. If the customer fails to do so, the product may not function correctly and may suffer other damage. The warranty does not extend to OEM equipment which has its own warranty and the Customer must rely on the OEM equipment warranty. AAA has no responsibility or liability for damage to, or loss of, any business profits or other consequential damage under any circumstance and AAA's liability is expressly limited to the repair or replacement of the defective product or component.
4. **REPAIR OR REPLACE** During the period of 3 years from the date of delivery of the product from AAA, or any authorised distributor, to the customer, AAA will replace or repair any defective products that were manufactured by AAA without charge, so long as the damage does not arise from:
 - (1) improper adjustment, calibration or operation by the customer;
 - (2) the use of accessories including consumables, hardware, or software which were not manufactured by, installed by or

- approved in writing by AAA;
- (3) any contamination or leakages caused or induced by the customer;
 - (4) any modifications of the product which was not authorised in writing by AAA;
 - (5) any misuse of the product by the customer or anyone for whom the customer has legal responsibility (including a minor);
 - (6) any use or operation of the product outside of the physical, electrical or environmental specifications of the products;
 - (7) failure for any reason to follow the directions for use given in the User's Manual applicable to the product
 - (8) inadequate or improper maintenance of the product,
 - (9) normal wear and tear,
 - (10) usage of components that are consumable such as tyres, batteries and lubricating oil.

5. WARRANTY CLAIM PROCEDURE To obtain warranty service:-

- (1) Read the User manual before operating the product.
- (2) Call AAA within the warranty period and within 30 days of the discovery of the claimed problem, whichever is the earlier. AAA may, at its option, request the customer to deliver the alleged defective component to AAA at the customer's expense.
- (3) If there is a problem that is covered by this warranty and it can't be remedied on site, then the customer must arrange at your own expense to have the alleged defective product delivered to AAA or to a repairer specified to you in writing by AAA. Alternatively, the customer may request an AAA service technician to travel to the site of the product to effect repairs or replacement, but the reasonable travel expenses (including traveling time) of the technician must be paid by the customer.
- (4) Any service outside the scope of this warranty will be charged for at AAA's rates and terms then in effect. AAA recommends that the customer confirm those rates and terms prior to requesting service

6. TRANSPORTATION COSTS All transportation charges incurred in returning a defective product, or any of its component parts, to AAA for repair or inspection, and the cost of returning them to the customer must be paid by the customer.

7. EXCLUDED COMPONENTS This warranty does not extend to cover corrosion due to any cause nor to any damage to painted or anodized surfaces that occurs after the customer takes delivery of the product.

8. OEM WARRANTIES All OEM (Original Equipment Manufacturer) components are covered by the Original Manufacturers Warranty. It is

the customers responsibility to familiarize themselves with these warranties, and, subject to clause 12, that warranty is the only warranty given to the customer in respect of that part of the product..

9. The customer acknowledges that:
 - (1) prior to the acquisition of the product the customer conducted a thorough examination of the product and satisfied themselves that the product was suitable for the customer's purposes; and
 - (2) except for those expressly given or those which cannot be excluded, no warranty, condition, description or representation in relation to the goods is given or implied by AAA by this agreement or outside this agreement.
 - (3) All warranties, terms and conditions in relation to the state, quality or fitness of the goods and of every other kind whether express or implied by use, statute or otherwise is excluded to the extent permitted by law.

10. AAA is not liable to the customer in contract or in tort arising out of, or in connection with, or relating to:
 - (1) the performance of the products or any breach of these conditions; or
 - (2) any fact, matter or thing relating to the products; or
 - (3) any error (whether negligent or in breach of contract or not) in information supplied to the customer or a user before or after the date of the customer's or user's use of the product.

11. These terms and conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the products or any part of the products including, but without limiting the generality of the foregoing, those relating to the performance of the products or any part of the products or the results that ought to be expected from using the product.

12. The law implies terms, conditions and warranties ('prescribed terms') into contracts for the supply of goods and services and prohibits the exclusion, restriction or modification of certain terms, conditions and warranties. Some prescribed terms permit a supplier to limit its liability for a breach of the prescribed terms. Except as provided by prescribed terms and except as specifically provided in this warranty:
 - (1) the liability of AAA in respect of a breach of a prescribed term relating to the products or any part of the products is limited, at the option of AAA, to the replacement or repair by AAA, or someone specifically authorised by AAA, of the products or of a part of the products that is defective, or payment of the cost of repairing or replacing the products or any part of the products;

(2) in these conditions the customer does not have under any circumstances any cause of action against or right to claim or recover from AAA for, or in respect of, any loss or damage of any kind whatsoever, caused directly or indirectly by:

- i. any defect in material or workmanship of, or any other defect whatsoever in, or unsuitability for, any purpose of the products or any part of the products; or;
- ii. by default or negligence on the part of AAA or of any employee, contractor or agent of AAA or of any person for whom AAA has legal responsibility relating to the supply of, or otherwise concerning products or any part of the products.

13. **STATUTORY RIGHTS AND EXCLUSIONS (NEW ZEALAND ONLY)**

If the product has been acquired for the purposes of a business then pursuant to section 43(2) of the Consumer Guarantees Act 1993 ("CGA") it is agreed that the provisions of the CGA do not apply. To the fullest extent permitted by law in New Zealand, AAA excludes any liability for any direct or indirect loss or damage of any kind arising from the product, including consequential loss or damage or loss of profits, and loss or damage arising from the negligence of AAA's employees and agents. The warranty is personal to the customer named in the Warranty Application Form and cannot be transferred to a subsequent purchaser (although the purchaser, in some circumstances, may have rights under the Consumer Guarantees Act 1993 or the Sale of Goods Act 1908). These exclusions do not exclude AAA's liability in respect of any warranties or guarantees implied by any relevant legislation in New Zealand which cannot legally be contracted out of.

WARRANTY REGISTRATION FORM

IMPORTANT

**TO OBTAIN THE BENEFIT OF THE MANUFACTURER'S WARRANTY THIS
REGISTRATION FORM MUST BE COMPLETED AND SENT TO
AAA ENGINEERING TECHNOLOGIES PTY LTD
LOT 7 INDUSTRIAL ESTATE
CROWS NEST QLD 4355**

NAME OF CUSTOMER

ADDRESS

DATE OF PURCHASE

DESCRIPTION OF PRODUCT

SERIAL NO.

NAME OF SELLER

ADDRESS OF SELLER (if not AAA)