

Panton Hill Welding Service Pty Ltd  
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## PANTON HILL WELDING SERVICE Pty Ltd TRAILER WARRANTY

### Definitions

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**Buyer** means the customer detailed on the Order Acceptance Form submitted by the Buyer to PHWS.

**Goods** means the Trailer and Spare Parts jointly and separately.

**Manufacturer** means PHWS Pty Ltd ACN 1011159577

**Order** means the document completed by the Buyer to Order the Goods.

**Repairs** means the repairs which are undertaken by PHWS for the Buyer.

**Spare Parts** means spare parts manufactured by PHWS.

**Trailer** means the trailer supplied by PHWS to the Buyer.

**Warranty** means the warranty provided by PHWS on the terms set out below.

### PHWS's Warranty

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1. PHWS provides a warranty, that the Trailer and or Repairs are of an acceptable quality, fit for purpose, and free from defect for the following applicable periods:
  - (a) In the case of a Trailer Chassis, for a period of Twelve (12) Months from the date of manufacture of the Trailer;
  - (b) In the case of Trailer componentry, for a period of Twelve (12) Months from the date of manufacture of the Trailer or the period offered by the Supplier/Manufacturer of the componentry, whichever is longer;
  - (c) In the case of Repairs for a period of twelve (12) months from the date of undertaking the Repairs.
2. This Warranty is subject to the limitations and qualification set out below. Please read these limitations and qualification carefully. If you have any questions, please contact PHWS.

### Rights of Consumers under the Australian consumer Law

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Under the Australian Consumer Law;

- Businesses must guarantee products and services they sell, hire or lease for:
- under \$100,000
- over \$100,000 that are normally bought for personal or household use.



- Business vehicles and trailers are also covered, irrespective of cost, provided they are used mainly to transport goods.
- 3. The Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Buyer is also entitled to have the Goods repaired or replaced if the Goods fail to be acceptable quality and the failure does not amount to a major failure.
- 4. The benefits given to the Buyer by this Warranty are in addition to other rights and remedies that it may have in relation to the Goods.

#### Limitations on Warranty

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- 5. The Warranty will not apply to any claim arising out of:
  - (a) misuse, including but not limited to using a Trailer with a load in excess of its structural or legal capacity as designated at the date of purchase;
  - (b) failure to maintain and service the Goods at appropriate intervals (Recommended Maintenance Schedule provided) by an appropriate professional including (but not limited to):
    - (i) regular maintenance and service;
    - (ii) regular greasing of all components on the Goods which require grease (including greaseable hinges, wheel bearings and grease nipples etc);
    - (iii) inspection of wheel nuts and U bolts after the first 500km of travel;
    - (iv) regular inspection of wheel pressures;
    - (v) regular inspection of all fittings and fasteners.
  - (c) mistreatment, inattention, or interference including but not limited to rust, or coating with any preparation not approved in writing by PHWS;
  - (d) wear and tear of components that require regular replacement including but not limited to; wheel bearings, seals, couplings, tyres, rims.
  - (e) fair wear and tear, damage caused by improper use, misuse or abuse, defects due to modifications, accidents, damage caused by vandalism, rusting, acts of nature or any other event beyond the control of PHWS.
  - (f) cosmetic appearance, including the galvanized surface and the paint becoming dull, faded or chipped and scratching, scuffing or natural breakdown of materials, including rust on the Trailer;



- (g) improper use, adjustment, calibration or operation by the Buyer or any person on behalf of the Buyer;
  - (h) any modification which was not authorised in writing by PHWS or performed by an authorised service representative;
  - (i) accidental or intentional damage by a person or animal.
- 6. Subject to PHWS's obligations under applicable law that cannot be excluded, modified or restricted, including as described in clause 2 and 3 PHWS's liability:
  - (a) in relation to Goods is limited to PHWS's choice of one of the following options:
    - (i) repair the Goods;
    - (ii) replace the Goods; or
    - (iii) refund the price paid for the Goods;
  - (b) in relation to Repairs is limited to PHWS's choice of one of the following options:
    - (i) providing the Repair again; or
    - (ii) refund the price paid for the Repair; and
  - (c) does not include or extend to costs associated with the transportation of defective Goods or Repaired goods.
- 7. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Goods.
- 8. PHWS makes no representation or warranty in relation to any Goods not manufactured by PHWS, including but not limited to tyres, electric winches and hydraulic systems. The Buyer agrees to look solely to the warranties provided by the supplier/manufacture of those goods.
- 9. Replaced parts become the property of PHWS. If parts are returned under this Warranty, the Buyer is not entitled to make any deduction from remittances or current accounts without PHWS's consent.
- 10. Nothing in this Warranty is intended to have the effect of excluding any applicable provisions of the Australian Consumer Law.

#### **Goods Purchase for the Purpose of Resupply**

The following provisions apply to Goods purchased for the purpose of resupply.



11. If the Goods are sold to the Buyer's customers, the Buyer must ensure there has been no reliance by its customers on any promise or representation as the nature, quality or quantity of the Goods contrary to the Warranty.
12. If the goods have been altered, modified, adjusted, converted, transformed or treated in any way whatsoever, the Warranty will not apply.

#### **Making a Claim**

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13. The Buyer must:
  - (a) contact PHWS by phone or email with a description of the issue or defect;
  - (b) returns the Goods to PHWS as directed at the Buyer's cost and risk;
  - (c) provide satisfactory proof of purchase in the form of a copy of the Order, delivery docket, tax invoice or a copy of the receipt;
  - (d) not use the Goods once a claim is notified by the Buyer to PHWS an prior to the Buyer returning the Goods to PHWS for an inspection; and
  - (e) bear the expense of claiming under the Warranty.
14. Please note that any claim under this Warranty must be notified to PHWS within a reasonable time (and in any event within 14 days) after the Buyer first noticed or ought reasonably to have noticed the issue or defect. If PHWS is not notified of the claim within a reasonable time of the Buyer first noticing the issue or defect, PHWS may in its absolute discretion deny the claim.
15. Where the Goods comprise of a trailer, the Buyer acknowledges and agrees that the trailer is designed for use on sealed roads only and use of the trailer on an unsealed road voids this warranty.
16. Unless agreed to in writing, the purpose of any trailer manufactured by PHWS is the transport of goods that are evenly distributed across the load carrying area of the trailer, on sealed roads. This extends to the transportation of standard configuration earthmoving equipment as a single indivisible load. Should any special loading scenarios be required they must be disclosed to and approved by PHWS prior to loading.
17. Should PHWS accept a warranty claim it will be under no obligation to provide a hire or loan trailer to the buyer for the duration of the repair or replacement period
18. Should PHWS accept a warranty claim, the repairs shall be completed in a reasonable time as determined after an assessment of the claim. While PHWS will attempt to remedy any issues immediately the warranty time frame is subject to workshop and part availability.
19. PHWS will not be responsible for any economic loss incurred by the buyer occurring whilst PHWS assesses and undertakes repairs under the claim of warranty.