

## **S-Rack Product Warranty**

### **A. Product warranty**

This product warranty is given by S-Rack Australia Pty Ltd ABN 41 625 908 474 (hereinafter referred to as "S-Rack" or "Warrantor") to its direct customer ("Customer" or "Warrantyee") with respect to metal components of the racking system purchased by the Customer from S-Rack ("Products"). This product warranty is subject to the provisions set out in section B and section C below and is given to the Customer only. This product warranty is not transferrable, not assignable and is voided when the Product is transferred to another party without the prior written consent of S-Rack.

### **B. Warranty provisions**

#### **1. Warranty period**

This product warranty applies for the following periods ("Warranty Period"):

- 5 years for moving parts of the racking system "Sigma Tracker"; or
- 10 years for all other Products,
- 25 years design life

in each case beginning on the date on which the risk in the relevant Products is transferred to the Customer.

#### **2. Warranty services**

Subject to the limitations set out in this document, if a Product exhibits a material or manufacturing defect that is notified to S-Rack within the agreed Warranty Period in accordance with clause 5 below, S-Rack will at its discretion (provided that this is not impossible or disproportionate) either:

- repair the defective Product; or
- exchange the defective Product for a replacement Product of an equivalent type and age.

In the event that the type of Product is no longer produced on the date of the warranty claim, the Warrantor reserves the right to supply a different type of Product, which may vary in size, form, colour or similar from the original Product. Any Product that has been replaced or repaired will only be covered under this product warranty for the remainder of the original Warranty Period.

On request by S-Rack, the defective Product must be disassembled at the Customer's expense and at the Customer's risk and must be returned to S-Rack.

The Products may only be transported or dispatched from and to the Warrantor with the prior consent of the Warrantor. If the Warrantor agrees that the Product has a material or manufacturing defect, then the Warrantor will bear the transport or dispatch costs resulting from said measure being carrying out.

### **3. General warranty provisions**

- 3.1 The rights given to the Warrantee under this product warranty are in addition to the Warrantee's other rights and remedies and the contractual or statutory rights of the Warrantee against the Warrantor are not affected by this product warranty. This product warranty is an independent, voluntary and free service provided by the Warrantor.
- 3.2 This product warranty only applies to Products delivered within Australia.
- 3.3 Warranty claims can only be made by the Customer during the Warranty Period. An extension of the Warranty Period – for whatever legal reason – is excluded if not otherwise agreed upon.
- 3.4 The Customer may only bring a claim under this product warranty if it has fully complied with any examination, inspection and notification obligations under the agreement for the purchase of the Products or under applicable law.

### **4. Limitations of liability and disclaimer**

- 4.1 This product warranty does not apply if any of the following is true at the time when a claim is made by the Customer under this product warranty:
  - 4.1.1 the Products were used in a manner that is not an appropriate and professional application or installation;
  - 4.1.2 the Products were not properly maintained and were not used under normal conditions;
  - 4.1.3 the Customer has not complied with the installation, maintenance and operating instructions provided by S-Rack, including the safety guidelines and warnings referred to therein;
  - 4.1.4 the annual maintenance of the Products was not performed by fully trained and instructed personnel using the maintenance and installation manual provided by S-Rack which must be documented by the Customer and sent unsolicited to S-Rack at [info@s-rack.com.au](mailto:info@s-rack.com.au);
  - 4.1.5 the Products were modified without written approval by S-Rack;
  - 4.1.6 the defects were caused by abuse or negligence;
  - 4.1.7 the defects were caused due to the installation or use of non-genuine parts;
  - 4.1.8 the Products were written off by any insurance company;
  - 4.1.9 the Products were loaded beyond the manufacturer's specifications;
  - 4.1.10 the Products were used for purposes for which they were not designed; or

- 4.1.11 deterioration of the Products due to use and exposure, damage or corrosion from environmental conditions such as fall-out, salt, tree sap, bird droppings, hail, flood or similar conditions outside the control of S-Rack.
- 4.2 This product warranty does not apply:
  - 4.2.1 to any parts of the Products that are subject to wear;
  - 4.2.2 to cosmetic defects, i.e., minor deviations from the required quality, which are not relevant for the value and intended use of the Products; or
  - 4.2.3 if in the individual case the damage or defect of the relevant Product does not exceed an amount of AUD 200.
- 4.3 The Warrantor is not liable for any delays in the performance of its obligations under this product warranty due to force majeure, war, warlike conditions, civil unrest, strikes, epidemics, fire, flooding or other comparable circumstances outside the scope of liability of the Warrantor.
- 4.4 To the extent permitted by law and subject to section C below, S-Rack is not liable for any claims going beyond the rights expressly specified in this product warranty, in particular S-Rack is not liable for compensation for direct or indirect damage, especially in relation to lost profits as well as damage arising from business interruptions or from the dismantling, inspection, disposal, re-installation or transport of the defective Product and the replacement product to be delivered, are not covered by this product warranty.
- 4.5 The total liability of S-Rack under this product warranty is limited to the purchase price paid by the Customer for the defective Product.

## **5. Procedure in the event of making a claim**

- 5.1 In order to make a claim under this product warranty, the Customer must fill out the prescribed claim form available from [www.s-rack.com.au](http://www.s-rack.com.au) and send the completed claim form to us immediately by email to the following address.

E-mail: [info@s-rack.com.au](mailto:info@s-rack.com.au)

Please note that any Product components that are the subject of a claim must not be sent to the Warrantor without giving prior written notification and without the prior consent of the Warrantor.

- 5.2 Upon receipt of a duly completed claim form during the Warranty Period, staff members at S-Rack will notify you of the further steps and provide you with your individual claim number, under which you will receive information about the processing of your claim. Please always specify this claim number in future correspondence or in the subsequent processing of your claim.

**6. Governing law and language**

- 6.1 Rights arising from and in connection with this product warranty are subject to the laws applicable in the State of New South Wales without recourse to the UN Convention on Contracts for the International Sale of Goods.
- 6.2 The Customer irrevocably submits to the exclusive jurisdiction of the courts of the State of New South Wales with respect to any disputes arising directly or indirectly from this product warranty.
- 6.3 The language of this product warranty is English.

**C. Australian Consumer Law**

To the extent that the Customer acquires the Products as a consumer within the meaning of the provisions of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**), the following applies:

*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.*

The rights of the Customer under this product warranty are in addition to and not in substitution for the Customer's rights under any applicable mandatory law (including but not limited to the Australian Consumer Law) and nothing in this product warranty intends to limit such statutory rights of the Customer that cannot be excluded.