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## **Warranty**

Goods purchased after 01/01/2022

1. This document provides warranty information about defective or damaged components (*Components*) purchased directly from Adams Manufacturing PTY LTD (*AM*) by consumers (*Owners*).
2. AM provides the warranties to Owners as contained in this Warranty Card.

### **Scope of Warranty**

1. AM warrants that, subject to the exclusions and limitations contained herein, all Components it supplies will be:
  - a. Free from substantial defects in materials and workmanship; and
  - b. Free from manufacturing defects;For the periods of time (*Warranty Period*) provided below
2. If a Component becomes defective or damaged due to a manufacturing defect during the Warranty Period, AM will, at its discretion:
  - a. Repair or replace the defective or damaged Component; or
  - b. Cause the repair or replacement to be made
3. AM may cause the defective or damaged Component to be replaced with parts and Components or a similar quality where an identical part is no longer available
4. In replacing the defective or damaged Component, AM may use refurbished Components of the same or similar type rather than replacing the defective or damaged Component with a new one
5. AM may use the parts from refurbished Components to repair a defective or damaged Component

### **Warranty Period**

1. For Owners who purchase Components directly from AM, the warranty period is 12 months from the date of purchase as shown on the invoice.

### **Obligations of AM**

1. To provide (on request) information to allow Owners to help determine the suitability and fitness for purpose of any particular Component.
2. To provide information to an Owner outlining basic usage and maintenance required for the Component.
3. To ensure all Components are fitted correctly as per manufacturers standards
4. The structural integrity of the Component as a whole unit reaches manufacturing standards

## **Exclusions**

1. The warranties contained in this Warranty Card do not apply where:
  - a. AM did not manufacture the damaged Component
  - b. The damage or defect has occurred:
    - i. Because of the failure of the Owner, failing to properly use and maintain the Component in accordance with instructions (Trailer Care), recommendations and specifications, including applicable maintenance schedules and time frames as provided to the Owner at time of purchase, including incorrect fitting of Component to the vehicle
    - ii. As a result of an accident, collision, abuse, excessive speed, hard impact, corrosion, normal wear and tear, neglect, water damage, improper maintenance, improper installation (where AM has not installed the Component), misalignment, improper wheel nut torque, hub imbalance or any damage caused by alteration or overloading
    - iii. As a result of the Component being used other than for the purpose for which it was designed
    - iv. As a result of unauthorised parts or accessories being used in relation to the Component (where AM has not installed the Component)
    - v. As a result of the Owner not complying with their obligations contained in this Warranty Card
  - c. The damage or defect to the Component has been caused by or related to any alteration to the Component
  - d. The Component has been subject to abnormal conditions including but not limited to; water, fire, stress, environmental conditions.
  - e. The Component has been repaired, altered or modified by an unauthorised repair agent
  - f. The Component is the suspension system caused by a shock absorber fading, overheating or failing
  - g. The damage or defect to the cosmetic finish of the Component is limited at the discretion of AM
  - h. The damage of the wiring of the Component due to driving conditions
  - i. After testing by AM, it is determined that the Component is not defective

## **Warranty Procedure**

1. Owners must contact AM to make a warranty claim:
  - a. Immediately after the defect or damage becomes apparent
  - b. And; prior to having the Component repaired or replaced
2. Owners may be requested to supply:
  - a. Proof of purchase
  - b. Photographs of the defect or damage to the Component
  - c. Maintenance records
  - d. Usage
  - e. Loading details

Prior to any warranty claim being considered by AM.
3. Owners are responsible for delivering Components to AM at their own cost
4. If, after inspection and testing there is no damage or defect found in the Component, the Owner will be responsible for payment of any reasonable fees associated with evaluating and testing the Component incurred by AM

**Limitation of Liability**

- 1. Except as required under Australian Consumer Law, AM:
  - a. Will not be liable for any consequential, indirect, or incidental costs or damages, including loss of use or any other damages or any type arising out of a defective or damaged Component or for technical advice or assistance given or rendered by AM in connection with the manufacture, construction or supply of Components
  - b. Will not be liable for any consequential, indirect, or incidental costs or damages for any errors or mistakes in information that AM has supplied to Owners
  - c. Will not be liable for any consequential, indirect, or incidental costs or damages whatsoever arising out of the use or inability to use the Component, even if AM have been advised of the possibility of such damage or such damage is foreseeable
  - d. Is not liable for any consequential losses of Owners, including, but not limited to, accommodation costs, loss of time, opportunity and incidental costs associated with claiming the benefit of this warranty
- 2. The warranties in this Warranty Card:
  - a. Extend only to Owners of Components
  - b. And; are in lieu of all other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for purpose, which are expressly disclaimed (unless this is not permissible under the Australian Consumer Law)

**Definitions**

Component/s: the trailer as a whole unit as well as the components used to manufacture the unit  
Owner: purchaser of the Component/trailer

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Print Name

\_\_\_\_\_

Sign