

FWR PTY LTD TRAILER WARRANTY

Definitions

Buyer means the customer detailed on the Order submitted by the Buyer to FWR.

Goods means the Trailer and Spare Parts jointly and severally.

Manufacturer means FWR Pty Ltd ACN 162 239 116.

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

Repairs means the repairs which are undertaken by FWR for the Buyer.

Spare Parts means spare parts manufactured by FWR and manufactured panels supplied by FWR to the Buyer.

Trailer means the trailer supplied by FWR to the Buyer.

Warranty means the warrant provided by FWR on the terms set out below.

FWR's Warranty

1. FWR warrants that the Trailer and Repairs are of an acceptable quality, fit for purpose, and free from defect for the following applicable periods:
 - (a) In the case of a Trainer mainframe, for a period of three (3) years from the date of manufacture of the Trailer;
 - (b) In the case of a Trailer component, for a period of one (1) year from the date of manufacture of the Trailer;
 - (c) In the case of Spare Parts, for a period of three (3) months from the date of manufacture of the Spare Parts';
 - (d) In the case of Repairs for a period of three (3) months from the date of manufacture of 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 FWR.

Rights of Consumers under the Australian consumer Law

3. Clause 2 applies to the Buyer if:
 - (a) the amount paid or payable for the Goods does not exceed \$40,000.00 (except where the Goods are not of a kind ordinarily acquired for personal, domestic or household use

or consumption, and FWR has limited its liability in a manner permitted by the Australian Consumer Law, in which case the Buyer's rights are limited to that extent);

- (b) the Goods are of a kind ordinarily acquired for personal, domestic or household use or consumption; or
- (c) the Goods are a Trailer acquired for use principally in the transport of goods on public roads,

unless the Buyer acquired the Goods for the purpose of re-supply or the purpose of using it up or transforming it in trade or commerce.

- 4. 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.
- 5. 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

- 6. 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 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 greasable hinges, wheel bearings and grease nipples etc);
 - (iii) inspection of wheel nuts and U bolts after the first 50km of travel;
 - (iv) regular inspection of wheel pressures;
 - (v) regular inspection of all fittings and fasteners.
 - (c) maltreatment, inattention, or interference including but not limited to rust, or coating with any preparation not approved in writing by FWR;

- (d) wear and tear of components that require regular replacement including but not limited wheel bearings, seals, couplings, curtain straps, curtain buckets, tyres, rims, bumpers, dock rubbers and scuff strips;
 - (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 FWR'
 - (f) wear and tear of tyres;
 - (g) 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;
 - (h) use or improper use, adjustment, calibration or operation by the Buyer or any person on behalf of the Buyer;
 - (i) any modification which was not authorized in writing by FWR or performed by an authorized service representative;
 - (j) use that is not in accordance with any instructions given by FWR including loading the Trailer in excess of its structural capacity as designated by FWR or exceeding the recommended speed limit;
 - (k) inadequate or improper storage, maintenance or transportation;
 - (l) exposure to heat and moisture;
 - (m) damage caused by the continued use of damaged Goods; or
 - (n) accidental or intentional damage by a person or animal.
7. Subject to FWR's obligations under applicable law that cannot be excluded, modified or restricted, including as described in clause 2 and 3 FWR's liability:
- (a) in relation to Goods is limited to FWR'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 FWR'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 labour costs associated with the transportation of defective Goods or Repaired goods.
- 8. 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.
- 9. FWR makes no representation or warranty in relation to any Goods not manufactured by FWR, including but not limited to tyres, electric winches and hydraulic systems. The Buyers agrees to look solely to the warranties provided by FWR of those goods.
- 10. Replaced parts become the property of FWR. If parts are returned under this Warranty, the Buyer is not entitled to make any deduction from remittances or current accounts without FWR's consent.
- 11. 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.

- 12. 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.
- 13. If the goods have been altered, modified, adjusted, converted, transformed or treated in any way whatsoever, the Warranty will not apply.
- 14. The Buyer acknowledges that:
 - (a) if the Buyer sells the Goods to any person by reference to a sample, that sample is not supplied by FWR; and
 - (b) any sale by sample by the Buyer to any person is not referable to the sale or supply of the Goods by FWR to the Buyer.

Making a Claim

- 15. The Buyer must:
 - (a) contact FWR by phone or email with a description of the issue or defect;
 - (b) returns the Goods to FWR 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 FWR an prior to the Buyer returning the Goods to FWR for an inspection; and
 - (e) bear the expense of claiming under the Warranty.
16. Please note that any claim under this Warranty must be notified to FWR 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 FWR is not notified of the claim within a reasonable time of the Buyer first noticing the issue or defect, FWR may in its absolute discretion deny the claim.
17. The Goods must not be used by the Buyer once a claim is notified by the Buyer to FWR until the Buyer has returned the Goods to FWR for an inspection.
18. Where the Goods comprise 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.