

Warranty Terms and Conditions

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "Agreement" means this agreement incorporating these terms and conditions, any schedule to this agreement and includes any written variation to this agreement
- 1.2 "Supplier" means Kewmoore Pty Ltd T/A R Moore & Sons, its successors and assigns or any person acting on behalf of and with the authority of Kewmoore Pty Ltd T/A R Moore & Sons.
- 1.3 "Customer" means the person/s or any person acting on behalf of and with the authority of the Customer requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
 - (b) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (c) includes the Customer's executors, administrators, successors and permitted assigns.
- 1.4 "Goods" means all Goods (including but not limited to, any supplementary aftermarket accessories and/or consumables) or Services supplied by the Supplier to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.5 "OEM" means Original Equipment Manufacturer

2. GENERAL TERMS AND CONDITIONS

- 2.1 The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) as well as other Australian laws guarantee certain conditions, warranties and undertakings, and give you other legal rights in relation to the quality and fitness for purpose of goods and services provided by the Supplier in Australia. 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. What constitutes a major failure is set out in the Australian Consumer Law.
- 2.2 Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other Australian Laws
- 2.3 This Warranty is to be read in conjunction with the Suppliers Terms and Conditions of Trade
- 2.4 This Warranty gives you additional protection for the Suppliers goods and services provided, and identifies a preferred approach to resolving warranty claims which will be the quickest and simplest for all parties' subject to the exclusions, terms and conditions below.

3. WARRANTY COVERAGE AND APPLICATION

- 3.1 Warranty on components against any perceived defects in the Supplier's workmanship and materials are detailed in clause 4 under Warranty Period
- 3.2 The warranty is provided in addition to any conditions or warranties applied by the Australian Competition and Consumer Act (2010) or legislation of any State or Federal Government
- 3.3 The Supplier reserves the right to examine all failed components and provide advice regarding the appropriate repair method
- 3.4 Any repairs or replacement will be made at the Supplier's factory or by the Supplier's approved repairer in accordance with any schedules and limitations in our written warranty within a reasonable time after written notice upon receipt of the goods determined by the Customer to be defective

4. WARRANTY PERIOD

- 4.1 The period during which this Warranty is in effect will depend upon the Supplier's provided goods and / or services
- 4.2 In all cases, the commencement date for the period is the actual day of purchase as reflected on the Supplier's invoice / receipt provided to the customer
- 4.3 The components / parts are divided into those which goods / services have been supplied by the Supplier to the Customer as follows:
 - (a) Product / service
 - (b) Time (warranty period)

- 4.4 Utilisation (hours of use)
 This part of the Warranty identifies the Supplier's preferred approach to resolving claims in relation to Customer components and parts. The table below identifies the periods under which a claim may be made under this Warranty:

| Product / Service | Time | Utilisation |
|---|---|-------------|
| Parts supplied by Customer | N/A | N/A |
| Cylinder Heads (1) | 6 months | 3,000 Hours |
| Machining (1) | 6 months | 3,000 Hours |
| Fuel Injection (2) (*) | 6 months | 3,000 Hours |
| IPD Diesel Engine Parts Industrial Applications | 1 Year | 3,600 Hours |
| IPD Diesel Engine Parts Automotive Applications | 1 Year | 160,000 Km |
| All other engine parts [*] | 6 months | 1,600 Hours |
| Time, Hours or Distance, whichever occurs first | | |
| 1 | Component must be checked prior to installation. No claims on sizing accepted after installation of the component. Non-Destructive Magnetic Testing (Magnaflux) relates to external cracks only. | |
| 2 | Fuel system must be installed by suitably qualified tradesperson. No claims will be accepted where (1) the lead and wire security seals on fuel pumps have been tampered with (2) fuel or oil contamination. Claims for low power are limited to one month. | |
| [*] | Unless otherwise limited by Manufacturers Warranty. | |

- 4.5 The Supplier warranty will end after the expiration of time, hours or distance from the date of the original invoice
 4.6 Any repairs or replacement will not extend the Warranty
 4.7 The Customer shall be responsible for all defects, thereafter, regardless of cause and the Supplier makes no warranty of merchantability or fitness for a particular purpose

5. WARRANTY CLAIMS

- 5.1 The Customer specifically acknowledges that the components purchased will require additional accessories / components and must be properly installed or the warranty is void
 5.2 The Customer specifically acknowledges that proper / routine maintenance procedures which may include, but not be limited to, changing or calibrating as applicable, filters, lubricant, coolant, hoses, belts etc must be performed as recommended by the "OEM" or the Supplier's Warranty will be void
 5.3 The Supplier will not assume any responsibility for the cost of the above proper / routine maintenance.
 5.4 The Supplier and the Customer agree that the Supplier's price is based upon this Warranty
 5.5 The Supplier and the Customer also agree that the Customer's sole and exclusive remedy against the Supplier on account of breach of contract, warranty or performance shall be for the repair or replacement at the Supplier's factory in Kewdale, Western Australia of defects in the Supplier's workmanship or material within the periods of this Warranty
 5.6 The Customer will be responsible for shipment and subject to the limitations and conditions of this warranty

6. WARRANTY EXCLUSIONS

6.1 The Warranty will be void and not apply to defects or failures caused by the following:

- (a) Over – revving
- (b) Accident, abuse or an operation for which the component / part / equipment is not designed or alteration from the “OEM”’s specifications
- (c) Damaged or inefficient parts, components or accessories included in the sale
- (d) Dirty or improper installation
- (e) Overheating cracks or blocks, heads
- (f) Burned or melted pistons
- (g) Lack of lubricants, fuel or coolants
- (h) Detonation or pre-ignition
- (i) Burned thrust bearings caused by rear pressure
- (j) Over fuelling
- (k) Improper storage
- (l) Improper starting, warm up, run in and shut down

6.2 The Customer agrees that the Supplier will not be responsible for:

- (a) Incidental or consequential damages
- (b) Lost profits, sales or income
- (c) Injury to person or property
- (d) Oil, coolants or other substances
- (e) Freight
- (f) Substitute transportation
- (g) Travel and accommodation costs

7. GENERAL

7.1 The Supplier does not warrant parts supplied by the Customer

7.2 No benefits or remedies are available under this Warranty while the invoice for the unit, component or related services remains outstanding