

Parts Warranty

1. Austin Engineering Limited and its wholly owned and controlled subsidiaries ("Austin") warrants that the Austin designed and/or manufactured Parts supplied are free from material defect in materials, design and workmanship, and in conformity with the technical specifications detailed in the part design documentation. This warranty applies for a period of 3 months from the date of invoice.
2. A reference to Part/s in these warranty terms and conditions does not include Buy In (Third Party sourced parts), customer sourced and supplied components and/or parts forming a component of the Part. Neither this warranty nor any other warranty by Austin, express or implied (subject only to the mandatory rights), is applicable to any item Austin sells which is warranted directly to the purchaser by the Part's original manufacturer.
3. The benefits to the Purchaser given by the warranties set out in clauses 1 are in addition to other rights and remedies of the purchaser under relevant legislation applicable to the territory in which the Part is supplied.

Conditions of the Warranty

4. The warranties provided in this warranty are only available to the original purchaser ("Purchaser"), with proof of purchase and with claims made in writing within 30 days from the point in time when the defect becomes apparent or should have become apparent.
5. Austin will not be liable for any warranty claims made under clause 1 if any of the following apply:
 - (a) the Parts are not installed, used or maintained in accordance with applicable instructions and/or specifications, including installation and site conditions provided by the Purchaser to Austin at the time of the design and manufacture of the Part; or
 - (b) the Purchaser has not complied with any service instructions which Austin may give or any subsequent request as to a modification of the Parts which Austin may make from time to time in writing; or
 - (c) the defect is caused by the use of materials, parts or accessory Parts that are not supplied, recommended, or approved by Austin; or
 - (d) the Parts are not maintained, prepared or installed by authorised installation contractors in circumstances where Austin has directed the Purchaser to ensure that the Parts are maintained, prepared or installed by such authorised installation contractors; or
 - (e) the repair, rectification or replacement of the Parts is required as a result of normal wear and tear or necessitated in whole or in part by the fault or negligence of any person other than Austin or
 - (f) the Part has been adapted, modified or changed in any way whatsoever.
 - (g) The Purchaser has supplied the incorrect part reference and/or part number.
6. Further to clause 5 and without limiting clause 5, Austin under no circumstances will be liable for any claims, damages, or defects arising from or in any way attributable to:
 - (a) acts of God, fire, flood or other severe weather conditions or unusual climatic conditions;

- (b) any other losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits arising in contract or negligence.
7. Where a claim has been accepted Austin shall honour the remainder of the warranty as set out in clause 1 for the Part, on the same terms and conditions as set out in this document, provided the rectification works have been performed by Austin and/or an Austin approved repairer. Under no circumstances whatsoever will the original warranty be extended.

Remedies

8. Should the Purchaser's warranty claim be valid within the relevant warranty notification period as set out in clause 5, then the remedy provided by Austin will be limited to either of the following (where possible) as chosen by Austin:
 - (a) Austin replacing the Part/s provided the claim is accepted by Austin; or
 - (b) Austin reimbursing the full purchase price (excluding shipping and related costs), provided the claim is accepted by Austin.
9. Replacement Parts issued while a returned Part is being assessed under a warranty claim will be deemed loan parts until such time as a warranty claim is accepted. Should a warranty claim be denied, the loan part shall be deemed an outright and new sale.
10. This warranty cannot be relied upon by any other person and is not transferable.
11. Except as provided for in these terms and to the fullest extent permitted by law, all terms, statements, warranties and conditions whether express, implied, statutory or otherwise, relating to the Parts, the subject matter of these terms or to these terms generally are excluded. Nothing contained herein excludes or modifies any rights the Purchaser may have under relevant legislation applicable to the territory in which the Part was manufactured.

Disclaimer

12. Recommendations made by Austin are based on engineering and design best practice and are not a complete statement of all relevant data. As the operation of the Parts is influenced by and relies on factors outside the control of Austin, Austin assumes no responsibility for such.
13. Austin reserves the right to refute any warranty claim where substantive evidence to support the cause of the Part failure cannot be clearly identified by Austin and/or an independent body, as agreed to by Austin and the Purchaser.
14. Unless specifically stated otherwise, the warranties under clauses 1, 2 and 3 apply only to Austin Designed Parts purchased and installed according to the Austin guidelines (if supplied) and/or those supplied by the relevant original equipment manufacturer for the equipment.

Making Warranty Claims

15. The claimant (being the Purchaser) must make all warranty claims in writing. The claimant must be the original purchaser of the Austin Part and must retain all relevant documentation (in relation to the purchase of the Part) as proof of purchase. Proof of purchase must be provided to Austin as part of the warranty claim.

Warranty claims can be addressed to:

The Manager

Austin Engineering Limited

By e-mail warranty@austineng.com.au or via our website

<https://www.austineng.com/through-lifesupport/>

16. Austin will respond to all warranty claims. This response may include an inspection by an Austin representative of the installed Part or a requirement to return the Part. The claimant will bear all costs and expenses of making the claim. However reasonable costs and expenses, directly related to honouring this warranty will be reimbursed to the claimant and/or borne by Austin in the event that the claim is accepted.