

WARRANTY AGAINST DEFECTS

Stowtec Limited and its successors and assigns ("the Supplier") provides the following limited warranty against defects to:

("the Customer") *[Insert Customer's Name In Box Above]*

This limited warranty is effective for as long as the original retail purchaser owns the product, and it remains installed on the original vehicle. It is the Customer's responsibility to ensure that the vehicle to which the Goods are fitted to are compliant with all the relevant regulations and is roadworthy for the warranty to be valid.

EXCLUSIONS FROM WARRANTY

Due to fair wear and tear the following parts (including, but not limited to, hardware, locks, gas struts, seals/gaskets, lights & electrical components etc) are not covered by any warranty.

Due to the nature of timber, no warranty is provided against warping, shrinkage, swelling and splitting.

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in the Goods which becomes apparent and is reported to the Supplier in accordance to clause 4.1 ("Defect").
- 1.2 The conditions applicable to the warranty given by clause 4.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Customer to properly maintain any Goods or to follow any instructions or guidelines provided by the Supplier; or
 - (ii) the Customer using the Goods for any purpose other than that for which they were designed; or
 - (iii) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (iv) improper assembly, mounting or installation; or
 - (v) overloading gross vehicle mass ("GVM") or as specified; or
 - (vi) any loss/damage caused by normal wear and tear (including, but not limited to, scratches, paint chips, dents, tears, or aesthetic oxidation of surfaces, or natural breakdown of colours and materials over extended time and use); or
 - (vii) any accident, unlawful vehicle operation, theft, or act of God.
 - (b) in respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim; and
 - (c) the warranty shall cease, and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, or overhauled without the Supplier's consent.
- 1.3 For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation, or warranty other than that which is given by the manufacturer of the Goods.
- 1.4 In the event that the manufacturer's Goods are deemed to be faulty, The Supplier reserves the right to halt the commencement for re-installation of replacement Goods until such time as it is agreed between all parties the person/s that will be liable for all associated expenses with the re-installation of the Goods.
- 1.5 It is the Customer's responsibility to maintain the vehicle on a regular basis to maintain the warranty offered by the Supplier. It is recommended that maintenance is required more frequently where the vehicle is used on off-road conditions and high dust contaminated areas. Certain items to be checked include, but are not limited to:
- (a) checking all mounting points to ensure that the points remain tight;
 - (b) lubricate all moving parts, drawer slides, locks, hinges;
 - (c) that no abrasive compounds are used for polishing painted/raw surfaces; and
 - (d) ensure all electrical plugs are secure and tight.

2 WHAT THE SUPPLIER WILL DO TO HONOUR THE WARRANTY

- 2.1 The Supplier will repair or replace any defect to its full extent.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Customer. Additional works includes any freight/transport of goods to base

3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Customer will need to:
- (a) present the defective Goods/Services to the Supplier for inspection (return to base), including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by the Supplier.

- 3.2 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.3 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.
- 3.4 The Customer acknowledges and accepts that all warranty claims will be dealt with by the Supplier during the normal hours, Monday-Friday. In the event that the Supplier is required to provide the Services urgently, that may require the Supplier's staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then the Supplier reserves the right to charge the Customer additional labour costs (penalty rates will apply), unless otherwise agreed between the Supplier and the Customer.

4 DURATION OF WARRANTY

- 4.1 This warranty will cease from the date that is 3 years after the Customer takes delivery of the Goods/Services in accordance with clause 8 of the Terms and Conditions of Trade.
- 4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in clause 4.1, the Supplier will have no liability to the Customer under this Warranty Against Defects and the Customer releases the Supplier from all claims for loss or damage in any way connected with the Goods/Services from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 The Supplier is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services.
- 6.2 The Supplier's Goods/Services come with guarantees that cannot be excluded under the Consumer Guarantees ACT.
- 6.3 In the event that the Goods/Services are deemed defective (or part of them), the Customer is entitled to (within a reasonable time):
- (a) have the Goods repaired or replaced (or part of them), if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure, or
 - (b) a refund if the Supplier is in breach of clause 6.3(a) (ie within a reasonable timeframe); or
 - (c) resupply or fix a problem with Services (or part of them); and
 - (d) in the event of a **major failure** with the Goods/Services, the Customer shall be entitled to:
 - (i) **Goods**-a full refund or alternatively a replacement of the Goods (or part of them), and compensation for any other reasonably foreseeable loss or damage, or
 - (ii) **Services**-cancel the Customer's Service Contract with the Supplier and a refund for the unused portion or compensation for its reduced value.

WARRANTY CLAIM FORM

Warranty Providers Name:

Stowtec Limited

Warranty Providers Address:

9 Downing Street, Takaro, PALMERSTON NORTH 4412

Customer:

Contact No.

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Description of Goods/Services provided:

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Receipt enclosed:
(tick box)

Yes No

Receipt No:

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Description of defects (Give as much detail as possible. Use a separate page if required):

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Date of purchase/Goods provided:

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I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed:.....

Name *(please print)*:.....

Dated:

[Please note, the issue or completion of this form by the Customer does not constitute an admission of liability by the Supplier]