

WARRANTY STATEMENT – STANDARD

Expressway Spares Pty Ltd (**Expressway Spares**) warrants new parts and rebuilt components to be free from defects in materials and workmanship for a period of **12 months or 6,000 hrs** (whichever occurs first) after the date of purchase/installation (**Warranty Period**). If component is stored Expressway Spares is to be notified it is being stored and notified when installed. If Expressway Spares is not notified the component is being stored then Expressway Spares is entitled to apply the warranty period commencing on the date of delivery. This warranty is subject to the following provisions.

1. This warranty only applies if the part or component has been installed in accordance with OEM guidelines and for components, the Warranty Activation Certificate and Checklist has been completed and returned to Expressway Spares.
2. This warranty applies only if oil samples are taken at all oil drain periods, as recommended by the manufacturer, and reports on these samples are made available to Expressway Spares upon request.
3. If a new part or rebuilt component is defective in materials or workmanship within the Warranty Period, Expressway Spares will, at its discretion, elect to pay for the repair or replacement of the failed part or component. Expressway Spares will be the sole arbitrator in determining whether to repair or replace the failed component.
4. This decision will be made following an inspection of the failed component, at a facility to be nominated by Expressway Spares, determining that the failure occurred due to defective material or workmanship.
5. Any repair or replacement will be performed by Expressway Spares at a facility to be nominated by Expressway Spares, during Expressway Spares' normal working hours.
6. The user must inform Expressway Spares immediately if problems develop in the part or component and before removal and/or dismantling.
7. In order to make a claim under this warranty, the user must post or email to Expressway Spares the following information and documents using the address details provided in this warranty statement:
 - a a copy of the user's invoice, receipt or any other document which provides proof of purchase of the relevant goods or services;
 - b the user's contact details; and
 - c details of the defect(s) in relation to which the warranty claim is being made.
8. Expressway Spares reserves the right to reject any claims under this warranty if the user fails to comply with any of the requirements set out in this warranty statement.
9. The user will bear all expenses it incurs in making a claim under this warranty.
10. This warranty does not cover the cost of removal and installation of failed part or component, unless such removal and installation is carried out, or agreed to, by Expressway Spares.
11. Cost incurred with transportation and handling of the machine, part or component are not covered by this warranty, unless agreed to by Expressway Spares.
12. Repairs performed under this warranty do not extend the warranty period beyond the Warranty Period calculated from the time the part or component was originally purchased/installed.
13. Failures that are not covered under this warranty are those caused by: vandalism, abuse, lack of maintenance and the installation by others, or the part or component being installed into a contaminated or improperly cleaned system or environment.
14. Expressway Spares limits its liability for incidental or consequential damages to the extent it is permitted to do so under the Australian Consumer Law.
15. This warranty does not deprive the user of any applicable rights and remedies conferred upon consumers by the Australian Consumer Law and/or by any other applicable Commonwealth, State or Territorial Statutory enactment.
16. The following mandatory text is included pursuant to the Australian Consumer Law and is subject to clauses 17, 18 and 19: Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - To cancel your service contract with us; and
 - To a refund for the unused portion, or to compensation for its reduced value.You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund or any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
17. Clause 16 will only apply if, in respect of the goods or services you acquired to which this warranty applies:
 - a the amount paid or payable for the goods or services did not exceed \$40,000; or
 - b the goods or services were of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that, in the case of goods, you did not acquire the goods for the purpose of:
 - i re-supply; or
 - ii using them up or transforming them, in trade or commerce, in the course of:
 - A. a process of production or manufacture; or
 - B. repairing or treating other goods or fixtures on land.
18. Notwithstanding clause 16, to the extent that the goods or services you acquired to which this warranty applies are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Expressway Spares limits its liability to the extent it is permitted to do so under the Australian Consumer Law to, at its option:
 - a in the case of the supply of goods:
 - i the replacement of the goods or the supply of equivalent goods;
 - ii the repair of the goods;
 - iii the payment of the cost of replacing the goods or of acquiring equivalent goods; and/or
 - iv the payment of the cost of having the goods repaired; or
 - b in the case of the supply of services:
 - i the supplying of the services again; or
 - ii the payment of the cost of having the services supplied again.
19. The inclusion of the text in clause 16 does not constitute any representation, guarantee or acceptance of liability by Expressway Spares beyond that which it is required to make, provide or accept under the Australian Consumer Law.