



# STANDARD NEW EQUIPMENT WARRANTY

Duration Detailed Below

Sykes Group Pty Ltd ABN 61 004 093 752 (the **Company**) of **42 Munibung Road, Cardiff NSW 2285 (Address); (02) 4954 1400 (Telephone); warranty@sykesgroup.com (Email Address)**, warrants all New Equipment will be free from Defects in material and workmanship, subject to the terms of this Warranty, to You for the Warranty Period from the Sale Date.

## Definitions

In this Warranty, the following definitions apply:

**Business Hours** – means normal trading hours of the Company.

**Consumables** – means fuels, oils, lubricants, coolants, batteries, filters, globes, lenses, ballasts, capacitors, belts, wear pads, rubber covers, seals, and other items customarily regarded as consumables within the industry.

**Defect or Defective** – means any New Equipment which does not comply with the OEM specifications.

**Maintenance Schedule** – means the schedule as specified by the OEM that details the processes, methods and Your responsibilities for the correct maintenance as detailed in the manuals provided with the New Equipment.

**New Equipment** – means capital equipment as detailed in the "Unit Types" column in the "Warranty Duration" table below.

**OEM** – means the manufacturer of the New Equipment.

**Sale Date** – means the date of the Company's invoice to You for the New Equipment.

**Third Party Product** – Products manufactured by a third party.

**Warranty** – means this document.

**Warranty Period** – means the length of time as detailed in the "Warranty Duration" table below, from the Sale Date.

**You** – means the person or business who initially purchased the New Equipment from the Company.

## Warranty Duration

Unit Type	Warranty Period - Months	Warranty Period - Hours
Pumps	12 Months	2000 Hours
Third party product component	Refer to third party	Refer to third party

## 1. Coverage

- 1.1. This Warranty covers all New Equipment supplied by the Company.
- 1.2. The Company warrants that all New Equipment supplied will be free from Defects in the materials and workmanship of the Company subject to the terms of this Warranty for the Warranty Period.
- 1.3. In the event that any New Equipment is found to be Defective in either materials or workmanship during the Warranty Period, the Company shall, in accordance with and subject to the terms of this Warranty, at its cost, and at its option:
  - a) repair the Defective New Equipment or component thereof; or
  - b) replace the Defective New Equipment or component thereof; or
  - c) pay for the repair or replacement to be actioned.

## 2. Services to be provided by the Company

- 2.1. Any services to which You are entitled under this Warranty shall be provided to you by the Company during normal Business Hours.
- 2.2. If your claim is approved under this Warranty, then:
  - 2.2.1. reasonable travel required to be undertaken by the Company to repair or replace the Defective New Equipment or component thereof at Your premises will be covered by the Company up to 4 hours or 400km, whichever is the lesser. Any additional travel costs must be borne by You; and
  - 2.2.2. if the Defective New Equipment or component thereof needs to be transported to the Company's or its designee's premises for repair or replacement, all such transportation costs must be borne by You.

## 3. Claiming

- 3.1. All claims under this Warranty, must, at Your cost, be notified in writing to the Company at the Address or Email Address.
- 3.2. The Company has no obligation under this Warranty unless:
  - a) the Company is notified in writing of the claim, or the potential claim, within 14 days of Your discovery of the Defect; and
  - b) if requested by the Company, the Defective New Equipment or component thereof is returned to the

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Company to evaluate the claim at Your cost.

- 3.3. In order to lodge a claim under this Warranty, if requested by the Company, You must:
- provide a purchase order, stating 'Subject to Warranty' and specifying the details of the claim;
  - complete and submit to the Company a warranty claim form provided to You by the Company;
  - provide evidence to the Company that the New Equipment was provided by the Company and is subject to this Warranty at the time of the claimed date;
  - provide any other documents reasonably requested by the Company; and
  - pay for or provide all non-warranted labour and bear all non-warranted labour cost, pay for any non-warranted transportation charges, and any non-warranted travel costs as reasonably requested by the Company.

Failure to comply with any of these requirements may invalidate or reduce your Warranty entitlements.

- 3.4. If, following the Company's investigation into Your claim, the Company reasonably determines that Your claim is not covered by this Warranty, you are fully responsible for any costs associated with Your Claim.

## 4. Termination of this Warranty

- 4.1. This Warranty ceases at the end of the Warranty Period.
- 4.2. If the Company replaces Defective New Equipment or component thereof, the Defective New Equipment or component thereof becomes the property of the Company. The replacement New Equipment or component thereof is Your property and is warranted for the balance of the Warranty Period.
- 4.3. If The Company repairs Defective New Equipment or component thereof, the repaired New Equipment or component thereof is warranted for the balance of the Warranty Period that applied to the original New Equipment.

## 5. Conditions

- 5.1. This Warranty applies only to New Equipment sold to You by the Company within the Warranty Period.
- 5.2. This Warranty is conditional upon the New Equipment being maintained by You in accordance with the Maintenance Schedule.
- 5.3. This Warranty does not apply:
- If You breach or do not comply with any of Your responsibilities in this Warranty or the Company's Terms and Conditions of Sale.
  - If and to the extent that any Defect is caused or contributed to by Your misuse, negligence, accident, or failure to install, maintain or use the New Equipment in accordance with the recommendations of the OEM, including the Maintenance Schedule.
  - If any Defect arises as a result of or in connection with, a condition identified through the Maintenance Schedule or otherwise which the OEM has recommended certain actions to You and You fail to comply with the recommendations.
  - In relation to alterations, modifications or repairs to the New Equipment, including the fitting of attachments, or use of parts or Consumables which are not authorised or approved by the Company, which in the Company's reasonable judgement were deemed to contribute to the failure.
  - If the New Equipment is used in a corrosive environment, or an environment that does not comply with the recommendations of the OEM.
  - If You have continued to use the New Equipment after a Defect has become apparent.
  - To repairs or replacements required due to normal maintenance, including, but not limited to inspections, adjustments, fuel, lubricants, or Consumables.
  - If You have delayed more than fourteen (14) days to notify the Company of any potential Defect after first becoming aware of it.
  - If You have not returned the Defective New Equipment or component thereof to the Company within thirty (30) days after being requested to do so by the Company.
  - To normal wear and tear.
  - To any accident or other incident resulting in damage to the New Equipment.
  - If you fail to adhere to any recommendation or reasonable direction made by the Company.
  - If You fail to supply the requested documents when reasonably requested by the Company.
  - If the Company in its sole discretion determines any improper use or installation of the New Equipment has caused, or contributed to, the Defect.

## 6. Limitation of Warranty

- 6.1. To the maximum extent permitted by law and subject to clause 6.4, this Warranty is exclusive and is in lieu of all



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other express or implied warranties, conditions and representations of merchantability or fitness for any particular purpose, whether statutory or otherwise.

- 6.2. Without limiting the generality of clause 6.1, no warranty is given, and the Company disclaims and excludes all express and implied warranties, conditions and representations in respect of:
    - a) used or reconditioned equipment, or equipment which is not new at the time of purchase; or
    - b) consumables or other items usually regarded as a consumable; or
    - c) parts, components or attachments which are not manufactured and installed by the Company, or for and on behalf of the Company provided that nothing shall limit any warranties given independently to You by any manufacturer of such parts, components or attachments; or
    - d) defects caused or contributed to, or arising as a result of, or in connection with, any items in 6.2 a) to d) above.
  - 6.3. To the maximum extent permitted by law, the liability of the Company to You for loss, damage, injury or property damage, whether direct or indirect, special or consequential or otherwise arising out of breach of this Warranty, shall be limited to clause 1.3.
  - 6.4. Nothing in this Warranty operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute if to do so would:
    - a) contravene the statute; or
    - b) cause any of the terms of this Warranty to be void (**Non-excludable Obligation**).
  - 6.5. Subject to clause 6.6, the Company's liability for a failure to comply with any Non-excludable Obligation is limited to:
    - a) in the case of services, the cost (or payment of the cost) of supplying the services again; and
    - b) in the case of goods, the cost (or payment of the cost) of replacing the goods, supplying equivalent goods or having the goods repaired.
  - 6.6. Clause 6.5 does not apply to:
    - a) a guarantee as to title, encumbrances or quiet possession under the Australian Consumer Law; or
    - b) goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.
- 7. Rights under the Australian Consumer Law**
- 7.1. The New Equipment comes with guarantees that cannot be excluded by the Australian Consumer Law. You are entitled to a replacement or refund for a major failure. You are also entitled to have the New Equipment repaired if the New Equipment fails to be of acceptable quality and the failure does not amount to a major failure.
  - 7.2. The benefits provided to You under this Warranty are in addition to other rights and remedies available to You under applicable law.

**8. Assignment or Transfer Subject to Condition**

You must not assign or transfer any of Your rights or obligations under this Warranty.