



# SERVICE WARRANTY

3 Months

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 to You for three (3) months from the Services Date that any Services provided will be free from Defects in workmanship, subject to the terms of this Warranty.

## 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 Services which do not comply with the OEM specifications, or which is not rendered with due care and skill.

**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 equipment.

**OEM** – means the manufacturer of the equipment.

**Services** – means any service work carried out by the Company Service department.

**Services Date** – means the earlier of either the date of the Company's invoice to You for the Services, or the date from which Company notified you that the Services were complete.

**Warranty** – means this document.

**Warranty Period** – means three (3) months from the Services Date.

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

## 1. Coverage

- 1.1. This Warranty covers all Services supplied by the Company, excluding those covered by our Standard New Equipment and New Parts Warranties.
- 1.2. The Company warrants that all Services supplied will be free from Defects in the workmanship of the Company subject to the terms of this Warranty for the Warranty Period.
- 1.3. In the event that any Service is found to be Defective in 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) resupply the Defective Service (which, at the Company's sole discretion, may include repairing or replacing any service items rendered unusable by the Defective Service), or;
  - b) pay the cost of resupply of the Defective Service.

## 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 reasonable travel required to be undertaken by the Company to resupply the Defective Service 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.

## 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) You allow the Company reasonable access to your premises to evaluate the claim.
- 3.3. In order to lodge a claim under this Warranty, if requested by the Company you must:
  - a) provide a purchase order, stating 'Subject to Warranty' and specifying the details of the claim;
  - b) complete and submit to the Company a warranty claim form provided to You by the Company;
  - c) provide evidence to the Company that the Services were provided by the Company and is subject to this Warranty at the time of the claimed date;
  - d) provide any other documents reasonably requested by the Company; and
  - e) 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.

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- 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 re-supplies any Service then such services are warranted for the balance of the Warranty Period. If the Company pays for the re-supply of any Service by any entity that is not the Company, then the applicable warranty offered by that entity applies.

### 5. Conditions

- 5.1. This Warranty applies only to Services supplied by the Company to You within the Warranty Period.
- 5.2. This Warranty is conditional upon maintenance by You of the equipment to which the Services relate in accordance with the Maintenance Schedule.
- 5.3. This Warranty does not apply:
- a) If You breach or do not comply with any of Your responsibilities in this Warranty.
  - b) 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 equipment to which the Services relate in accordance with the recommendations of the OEM, including the Maintenance Schedule.
  - c) 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.
  - d) In relation to alterations, modifications or repairs to the equipment to which the Services relate, 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.
  - e) To repairs or replacements required due to normal maintenance, including, but not limited to inspections, adjustments, fuel, lubricants or Consumables.
  - f) If You have delayed more than fourteen (14) days to notify the Company of any potential Defect after first becoming aware of it.
  - g) If You have unreasonably delayed in providing the Company with access to your premises to resolve the Defect after the Company first becomes aware of it.
  - h) If you fail to adhere to any recommendation or reasonable direction made by the Company
  - i) If You fail to supply the requested documents when reasonably requested by the Company.
  - j) If the Company in its sole discretion determines any improper use or installation of the equipment to which the Services relate 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 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) services, other than the Services provided by the Company, or
  - b) Defects caused or contributed to, or arising as a result of, or in connection with, any services which are not supplied by the Company,
- provided that nothing shall limit the warranties provided to You independently by any supplier of such services.
- 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 1.2.
- 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



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- 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 Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, You are entitled:

- a) to cancel Your Service contract with us; and
- b) to a refund for the unused portion, or to compensation for its reduced value.

If the failure does not amount to a major failure, You are entitled to have problems with the Service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

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.