

TAC008 - WARRANTY TERMS AND CONDITIONS

DATED: 01-11-2017

REV NO. 002

SCOPE:

This policy applies to all product and services purchased from Southern Cross Compressors Australia (SCCA) or its authorised distributor that such Products are, at the time of delivery to the Purchaser, free of defects in material and workmanship.

OBJECTIVES:

Southern Cross Compressors Australia warrants that the goods comply with the guarantees that apply compulsorily under the Australian Consumer Law. To the extent permitted by law, all other guarantees, warranties, undertakings and representations expressed or implied, whether arising by statute or otherwise, which are not given in these conditions of trade or any warranty document given at the time of supply are expressly excluded. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

1.0 In order to be able to avail themselves of the rights under this clause, the Purchaser shall inspect the Products and notify SCCA in writing of the inspection and possible defects in material or workmanship without delay and not later than fourteen (14) days from initial receipt of the Products. The Purchaser shall ensure that SCCA shall have the opportunity to verify that the Products are duly covered by SCCA's warranty and to inspect and remedy any alleged defects. Without notification the Product shall be constituted accepted by the Purchaser.

2.0 WARRANTY PERIOD

SCCA's obligation under this warranty is limited to repairing or replacing, during normal business hours at an authorised service facility of SCCA, any part that in its judgment is proved to have a manufacturing fault within the applicable Warranty period as follows:

2.1 Compressor Rotary Screw Airends

2.1.1 Compressor air end unit, consisting of all parts within and including the compressor cylinder and gear housing, excluding shaft seals, are warranted for 24 months from the date of shipment to the Purchaser.

2.1.2 Any disassembly or partial disassembly of the air end, or failure to return the "unopened" air end per SCCA's instructions, will be cause for denial of warranty.

2.2 Compressor package

2.2.1 All other components in the compressor package are warranted for 12 months from the date of shipment to the Purchaser.

2.2.2 Appeal period for each SCCA decision in warranty claim is thirty (30) days as of the date of the decision after which the said decision is final.

3.0 LABOUR, TRANSPORTATION AND INSPECTION

3.1 SCCA will at its discretion, provide onsite labour, (by SCCA representative or authorised service personnel), for repair or replacement of any Product or part thereof which in SCCA's judgement is proved to be faulty. Labour shall be limited to the amount specified in SCCA's published labour rate schedule specific to set tasks (See Appendix 5 attached).

3.2 Labour costs in excess of SCCA rate schedules due to, but not limited to, location or inaccessibility of the equipment, work outside of service business hours (7:30am to 3:30pm weekdays) or labour provided by unauthorised service personnel is not provided by this warranty.

3.3 Travel time, meals, accommodation, kilometres or any other expense relating to travelling from base to site and return will not be accepted as part of a warranty claim.

3.4 All costs of transportation, freight, importation or insurance or local taxes or customs clearances of product or parts claimed not to be as warranted and of repaired or replacement parts shall be borne by the Purchaser, whether relating to the return to or shipment from an authorised service facility of SCCA. SCCA may require the return of any part claimed not to be as warranted to one of such facilities designated by SCCA, transportation prepaid by Purchaser, to establish a claim under this warranty.

3.5 Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the product upon which installed to the same extent as if such parts were original components.

4.0 SPARE PARTS

- 4.1 Re-manufactured Airends delivered by SCCA are warranted for one (1) year from the date of installation provided that the installation is performed by SCCA or a SCCA authorised third party. A full major service must be carried out using genuine parts and lubricants when installing the Airends for warranty to continue.
- 4.2 Any parts removed or replaced automatically become the property of SCCA and are to be returned to the nearest branch, freight pre-paid, and suitably identified with the Customer Name, Purchase Order number relating to the claim, Model and Serial Number of the machine in question
- 4.3 Customer to be advised that failure to return parts or to complete the relevant paperwork will automatically void the claim

5.0 WORKMANSHIP

- 5.1 SCCA offer a 3 month warranty on workmanship in relation to service work and repairs performed for our customers.
- 5.2 For this warranty to be valid the customer must pay the full price for the original service/repair, retain evidence of payment in full, and make property accessible to SCCA or our nominated contractor to perform the repairs.

Notes:

Service consumable parts and lubricants are not covered under this warranty policy.

SCCA labour charge rate is subject to change from time to time. Please contact SCCA for the current service charge rates.

SCCA to the extent permitted by law will not be liable in any circumstances for any loss or damage (including indirect or consequential loss) to any property or person resulting from the provision or delay in provision of goods or services. Refer clause 12.3.3 Conditions of Trade.

This warranty is not transferable and may not be reassigned or modified unless in writing, signed by an authorised representative of SCCA.