

## SIBS® PRODUCT WARRANTY

This limited warranty is extended by Advanced Braking Pty Ltd (“ABPL”) to the original purchaser (“Purchaser”) of Sealed Integrated Braking System (“SIBS®”) systems and components manufactured by ABPL (“Product”).

### 1) Warranty

- a. ABPL warrants the Product as being free of defects in material design and workmanship at the lesser of 12 months subsequent to date of despatch to Purchaser or 1000 operated vehicle hours.
- b. If, during the period of this warranty, Product proves defective under normal use and service due to defective materials and workmanship, ABPL will at its option either repair or replace Product on the conditions stated hereafter.

### 2) Conditions

- a. The warranty will be granted only if proof of the identity of Purchaser and the date of purchase is provided to the reasonable satisfaction of ABPL.
- b. The warranty is valid between the Purchaser and ABPL only. It is not transferable nor valid upon resale, transfer or transmission, by the Purchaser, of either the Product or the vehicle to which the Product is attached.
- c. The warranty is valid only if the SIBS® units are installed by ABT trained and accredited technicians.
- d. The warranty is not applicable in cases other than defects in material, design and workmanship. The warranty does not cover the following:
  - I. periodic checks, maintenance, repair and replacement of parts due to normal wear and tear;
  - II. damage to the product resulting from:
    1. abuse or misuse, including but not limited to failure to install, use, maintain, service and operate Product in accordance with ABPL’s instructions on installation use maintenance service and operation of Product;
    2. the installation or use of Product in a manner inconsistent with technical or safety standards in force in the country where Product is used;
    3. accidents, acts of God or any cause beyond the control of ABPL.
- e. The warranty will be deemed to be void and of no further effect if any Product is altered or modified from its manufactured specifications in any way.
- f. Repair or replacement under this warranty:
  - I. does not give rise to a renewed or extended warranty period;
  - II. may be effected with functionally equivalent reconditioned units.
  - III. Replaced faulty parts or components will become the property of ABPL.
- g. If Purchaser is a consumer for the purposes of any applicable legislation with respect to consumer protection (such as the Trade Practices Act 1974 of the Commonwealth of Australia) under which Purchaser has statutory rights, this warranty does not affect Purchaser’s rights under that legislation. In the absence of such statutory rights, this warranty will be Purchaser’s sole and exclusive remedy and neither ABPL nor its parent company nor subsidiaries will be liable for any incidental or consequential damages for breach of any express or implied warranty of Product.

- h. The Company's liability under these terms is expressly limited to replacement of defective parts or incorrectly supplied parts or a liability to pay the Purchaser an amount equal to whichever is the lowest amount of:
  - Cost of replacement goods;
  - Cost of obtaining equivalent goods; or
  - Cost of having the goods repaired.
- i. All freight, local import taxes, duties, levies and the like, travel, accommodation and out-of-pocket expenses incurred in replacement or repair of equipment are to be borne by the Purchaser. Any decision to waive these costs (in part or in full) remains at the sole discretion of the Company. No precedence for future waivers of any costs is implied nor intended and the normal terms and conditions of warranty apply unless otherwise stated by the Company.

### **3) Warranty Claim Procedures**

- a. In instances where a claim for defective parts is made, the following procedure will apply:
  - I. The Purchaser to supply the Company with a valid Purchase Order Number, clearly identifying the parts' numbers, description and price of the claimed parts;
  - II. Upon receiving this Purchase Order, the Company will despatch the required parts (via nominated carrier and method);
  - III. Upon receiving the replacement parts, the Purchaser will then return the alleged faulty good to the Company at its cost for a full assessment;
  - IV. Upon conducting a full assessment of the allegedly faulty parts, the Company will make determinations as to the validity of the claim and if accepted, offer a credit to the Purchaser for the full purchase price amount.

### **4) Limitation of Remedy**

- a. The Purchaser's sole remedy under the above warranty is limited to the repair or replacement at the Company's discretion, of any defective parts or equipment. The Purchaser will remain responsible for all freight, taxes, duties and shipping charges, travel, accommodation and out of pocket expenses (if applicable). The Company shall in no event, be responsible for incidental or consequential damages to the buyer including, without limitation, lost profit, loss of business opportunity, loss of property other than the goods, other economic losses, or losses associated with personal injury or statutory or exemplary damages, whether in negligence, warrant, strict liability or otherwise.