

PRODUCT WARRANTY

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

Australian Consumers

If the Purchaser is a consumer for the purposes of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (“Australian Consumer Law”) under which Purchaser has statutory rights, this Product Warranty is in addition to the Purchaser’s rights under the Australian Consumer Law and does not affect Purchaser’s rights under that legislation. In this case, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. 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.

In the absence of such statutory rights, this Product 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.

ABPL’s Product Warranty

This Product Warranty is provided by ABPL of:

Address: 19 Creative Street, Wangara 6065, Western Australia, Australia.

Phone: 08 9302 1922

1. Warranty

1.1 ABPL warrants to the Purchaser that the Product will be free of defects in material and workmanship for the period (“Warranty Period”), being the earlier of:

- (a) 6 months from the date the Product is delivered to the Purchaser; or
- (b) 5,000 operated vehicle hours,

where the Product is installed, used and serviced in accordance with ABPL’s instructions on installation, use, maintenance, service and operation of Product, which were provided by ABPL with the Product] (“Product Instructions”):

- (a) Installation Manual and,
- (b) Workshop Manual.

If copies of the Installation Manual or Workshop Manual are required, the Purchaser can request these from ABPL.

1.2 If, during the Warranty Period, the Product proves defective under normal use and service in accordance with ABPL’s Product Instructions due to defective materials and workmanship, ABPL will, at its option, either repair or replace the Product on the conditions stated hereafter.

- 2. Conditions
- 2.1 The Product Warranty will be granted only where the Purchaser provides ABPL with valid proof of:
 - (a) purchase of the Product, which can be provided by supplying ABPL with a Purchase Order Number or Tax Invoice for the sale of the Product;
 - (b) the identity of Purchaser, including the Purchaser's full name and contact address and telephone number and;
 - (c) the date of purchase of the Product.
- 2.2 The Product 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.
- 2.3 The Product Warranty is valid only where the Product is:
 - (a) installed by ABT trained and accredited technicians, a list of which may be acquired by contacting ABPL; and
 - (b) Used and maintained in accordance with ABPL's Product Instructions.
- 2.4 The Product Warranty is not applicable in cases other than defects in material and workmanship. In particular, the Product Warranty does not cover the following:
 - (a) periodic checks, maintenance, repair and replacement of parts of the Product due to normal wear and tear;
 - (b) damage to the Product resulting from:
 - 1. abuse or misuse of the Product, including but not limited to failure to install, use, maintain, service or operate Product in accordance with ABPL's Product Instructions; or
 - 2. the installation or use of Product in a manner inconsistent with ABPL's Product Instructions and technical or safety standards in-force in the country where Product is used; or
 - (c) accidents, acts of God or any cause beyond the control of ABPL.
- 2.5 The Product Warranty will be deemed to be void and of no further effect if the Product is altered or modified in any way.
- 2.6 Repair or replacement under this Product Warranty does not give rise to a renewed or extended warranty period.
- 2.7 ABPL's liability under the terms of this Product Warranty is expressly limited to, at ABPL's sole election:
 - (a) Repair or replacement of the defective parts or incorrectly supplied parts of the Product; or
 - (b) a liability to pay the Purchaser an amount equal to whichever is the lowest amount of:
 - 1. Cost of replacement goods;

2. Cost of obtaining equivalent goods; or
 3. Cost of having the Product repaired.
- 2.8 Any freight, local import taxes, duties, levies and the like, travel, accommodation and out-of-pocket expenses incurred in replacement or repair of the Product (or parts of the Product) are to be borne by the Purchaser. Any decision to waive these costs (in part or in full) remains at the sole discretion of ABPL. 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 ABPL.
3. Warranty Claim Procedures
- 3.1 Where a Purchaser believes a Product to be defective and wishes to make a claim under this Product Warranty, the following procedure will apply:
- (a) The Purchaser will lodge a Product Warranty Claim (“Claim”) by contacting ABPL at sales@advancedbraking.com or +61 (0) 8 9302 1922 and providing ABPL with:
 - (i) a valid Purchase Order Number, clearly identifying the Product’s number, description and purchase price; and
 - (ii) details of the Product fault or defect.
- 3.2 Within 14 days of receiving the Claim, ABPL will contact the Purchaser to discuss the Product fault or defect complained of and seek to assess the fault or defect and propose a solution to remedy the fault or defect.

Assessment of Product Fault or Defect

- 3.3 If necessary or requested by ABPL, the Purchaser will return the Product alleged to be faulty to ABPL at 19 Creative Street, Wangara 6065, Western Australia, Australia at the Purchaser’s cost for a full assessment by ABPL (“Assessment”).
- 3.4 ABPL will assess the Product and, where the Product is deemed to be defective (“Defective Product”), ABPL will, at its sole election:
- (a) Replace the Defective Product; or
 - (b) Repair the Defective Product.
- 3.5 If ABPL is unable to replace or repair the Defective Product, ABPL will provide a credit to the Purchaser in the amount of the purchase price of the Product.
- 3.6 Where the Product is not defective, ABPL will return the Product alleged to be faulty to the Purchaser at the Purchaser’s cost.

Product Replacement

- 3.7 ABPL may replace a Defective Product with a replacement Product, which may be a functionally equivalent reconditioned Product (“Replacement Product”).
- 3.8 ABPL will despatch the Replacement Product (via ABPL’s nominated carrier and method) within 14 days] of the Assessment.
- 3.9 Where a Product is replaced, the Defective Product including its faulty parts or components, will become the property of ABPL.

4. Limitation of Remedy

The Purchaser's sole remedy under the above Product Warranty is limited to the repair or replacement of the Product (or a credit in the amount of the purchase price of the Product if a repair or replacement of the Product is not possible) at ABPL's sole discretion. ABPL shall in no event, be responsible for incidental or consequential damages to the Purchaser 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.