



HEINZMANN AUSTRALIA PTY LTD (ABN 15 600 388 038)

updated 20 March 2020

Heinzmann Australia – International Warranty Terms and Conditions

These warranty terms and conditions (Warranty) apply to Products that are manufactured and/or sold by Heinzmann Australia Pty Ltd (HZA) which are installed and operating in locations other than Australian states and territories.

“HZA Manufactured Products” are defined as:

Si-TEC CGC; Si-TEC TGC; Si-TEC ADG; Si-TEC GSM; Si-TEC Opal; Si-TEC Ruby; Si-TEC TDU; Si-TEC Mini RIO; Si-TEC Analog RIO; Si-TEC Temperature Scanner; Si-TEC MPU Expander; Si-TEC Data Hub; Si-TEC Sapphire II; ONYX HMI; HA14M Hydraulic Amplifier; HA14E Hydraulic Amplifier; HA22M Hydraulic Amplifier; HA22E Hydraulic Amplifier; Hydraulic Pressure Converter (HPC & HPC-G).

“Heinzmann Products” are defined as:

Any other “Heinzmann” branded product not specifically mentioned above.

1. Warranty against defects

HZA warrants to the original retail purchaser of the Product, and to any person to whom title to the Product is transferred during the duration of this Warranty, that in the event of a failure of the Product occurring during the applicable Warranty period resulting from a defect in materials or factory workmanship, HZA will, at its option, repair or replace the defective Product according to the terms and conditions contained in this document. Where ownership of a Product is transferred during the Warranty period, new ownership details are to be furnished in writing to HZA as soon as practical.

If any Product proves to be defective in workmanship or material within the period specified in this Warranty, HZA will, at its option and to the exclusion (to the extent permitted by law) of any other remedy;

- i) repair the defective Product free of charge at HZA’s factory; or
- ii) replace the defective Product or part of it, when returned to HZA’s factory; or
- iii) credit to the customer such amount as HZA in its sole discretion considers reasonable having regard to the price paid for the Product and the use of the Product enjoyed by the customer.

Products replaced in entirety will be supplied on the same terms and conditions as the original Product, for the remainder of the original warranty period commencing on the date of invoice of the original Product, or a minimum of six (6) months commencing on the date of despatch of the replaced Product, whichever is the longest.

If all or part of a Product is repaired, the repaired Product, or repaired part of it, will be supplied on the same terms and conditions as the original Product, or part, for the remainder of the original warranty period commencing on the date of invoice of the original Product, or a minimum of six (6) months commencing on the date of despatch of the repaired Product, whichever is the longest.

Repair of Products may result in loss of user-generated data. It is the customer’s responsibility to ensure all electronic data (where applicable) is suitably recorded prior to sending any Product for repair. Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Product.

2. Warranty Activation – HZA Manufactured Products

HZA manufactured Products are intended to integrate into a complete system and require commissioning by specialist personnel. In order to validate the product has been applied, installed and commissioned correctly, HZA requires the Warranty Registration Form (Form), available in the product manual or at

<http://www.heinzmann.com.au>, to be completed and returned (along with the relevant session file) according to the instructions outlined in the Form within three (3) months of initial Product commissioning.

3. What this warranty does not cover

This Warranty will not apply in relation to:

- i) normal wear and tear or accident;
- ii) misuse or other unsuitable or unauthorised use of the Product or negligence or error in storing, maintaining or handling the Product or equipment with or on which it operates. References will be made to appropriate standards issued by the Standards Association of Australia and by HZA in determining the suitability of any use of the Product;
- iii) in the case of hydraulic amplifiers, damage due to contaminated and or incorrect supply oil pressure, composition or viscosity.
- iv) incorrect installation or assembly of or failure to service the Product or to otherwise follow HZA's service instructions including permitting repairs, installation, assembly or service by personnel not approved by HZA, or replacement of parts not manufactured or supplied by HZA;
- v) modifications or changes to the Product without HZA's prior written authorisation;
- vi) any other unauthorised act or fault by the purchaser of the Product or any third party. Except as provided by the ACL and within this document, HZA provides no express warranties in respect of the Products.

To the extent permitted by law, HZA excludes all:

- i) implied warranties and guarantees in respect of the Products that would otherwise be implied by law; and
- ii) liability for any damage, whether direct, indirect, special or consequential loss or loss of business income, arising in any way out of the use of, or in relation to, the Products and however caused (including, without limitation, through misrepresentation or negligence).

Where the preceding points cannot legally operate and to the extent permitted by law, HZA liability for any breach of any warranty or any term implied by law into this agreement is limited to:

- i) In the case of services, the cost of having the services supplied again; or
- ii) in the case of Products, the lowest of the cost of replacing the Products, acquiring equivalent Products, or having the Products repaired.

4. Warranty Period

Subject to these terms and conditions, the Warranty period shall be:

- i) for HZA manufactured Products – 36 months from date of invoice.
- ii) for Heinzmann Products – 12 months from date of invoice.

5. Warranty Claims

To make a Warranty claim, you must, before the end of the applicable Warranty period:

- i) Return the completed Form as detailed in section 2 (above), if applicable.
- ii) Notify HZA of the Product details and the issue experienced.

Where HZA agrees a warrantable failure has occurred, the Product is to be returned to HZA accompanied with a detailed written explanation of the issue being experienced.

HZA's contact details for all warranty related communications are:-

10 Virginia Street
Geebung, QLD, 4034
Telephone: (07) 3868 3333
Email: info.au@heinzmann.com

All freight costs related to warranty claims will be to the customer's account.

6. Miscellaneous

This Warranty document consists of the complete and final expression of the intent of the parties with respect to the warranty obligations of HZA.

HZA may in certain circumstances, and at its sole discretion, provide for service outside the scope of this Warranty to update, modify or repair a Product. In that event, HZA shall not be deemed to have assumed any additional obligation to the owner or to have modified or waived any of the provisions of this Warranty.

If any other applicable law prohibits the limitation or exclusion of liability of HZA in the manner contemplated by this document with respect to particular loss or damage, then the relevant limitation or exclusion does not apply to that loss or damage and HZA's liability is only limited or excluded with respect to that loss or damage to the extent and in the manner permitted under that legislation (if any).