



FMS

**ALE-FMS-DR-POL-001
[Rev02]**

Customer Warranty Policy

Addresses

All Aletek workers, contractors and visitors.

Effective

9th September 2021

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1. Definitions

In this Warranty and the Warranty Registration:

ACL means Australian Consumer Law.

Aletek means Aletek Pty Ltd.

Aletek product means the Aletek branded product whose details are recorded on the invoice (or other proof of purchase).

Warrantor means:

Aletek Pty Ltd,

8 Brickworks Circuit, Svensson Heights QLD 4670

ACN 130 957 701

ABN 86 130 957 701

Email: sales@aletek.com.au Telephone: 1300 886 628

Warranty means this Warranty.

Warranty Period means the period described in section 3 of this Warranty that applies to the Aletek product, as determined by its end-use or product type.

Warranty Registration means the document completed by the Warrantor (in any form and however titled) in respect of

an Aletek product, which confirms the registration of that Aletek product for this Warranty. Unless the context otherwise requires, it includes a copy of that document.

You (and your) refers to the customer named on the document as described within warranty registration.

2. Warranty

2.1 Aletek warrants the listed Equipment sold by and operating within the geographical area serviced by authorized Aletek dealers to be free from defects in material and quality. This Warranty is limited to repair or replacement of parts inspected by Aletek Certified Employees that have been determined by Aletek to be defective in material or quality.

2.2 If a defect is found during the warranty period, Aletek, will, during Aletek's regular working hours and at an Aletek place of business

- provide (at Aletek choice) new, remanufactured parts or assemble components needed to correct the defect
- provide reasonable and customary labour needed to correct the defect.

3. Warranty Period

3.1. The Warranty Start Date is the day that the Part was delivered to the Buyer. All Warranties begin on the original delivery date regardless of the date of sale. This Warranty applies to the Aletek part/s identified.

3.2. The Warranty Period is 12 months, starting from the original delivery date.

4. Scope of Warranty

4.1. Transportation Charges

All machine transportation costs or field service travel expenses to and from the machine location are the sole responsibility of the Buyer.

4.2. Buyers Responsibilities

This Warranty does not cover routine maintenance service and inspections. This Warranty does not cover replacement of items due to normal wear and tear. The Buyer must have the covered Equipment checked and serviced following the manufacturer's recommendations. Failure to follow the manufacturer's recommendations that apply to the Equipment may result in a denial of warranty coverage.

4.3. Limitations

A defect does not include the gradual reduction in operating performance where a failure has not occurred. This Warranty does not include repairs due to misuse, abuse, accidents, collisions, fire, road hazards, theft, riot, explosion, lightning, earthquake, freezing, rust, chemical corrosion, physical or mechanical erosion, windstorm, hail, water or flood, salt, chemicals, vermin, negligence, vandalism, acts of God, or use of the machine beyond its rated capacity or contamination of fluids, fuels, coolants or lubricants. Aletek is not responsible for failures resulting 1) from any use or installation which Aletek judges improper; 2) from the use of any attachments, accessory items and parts not sold or approved by Aletek; 3) improper repair; 4) users delay in making Equipment available after being notified of a potential product problem; 5) unauthorized repairs or adjustments. The Warranty shall not cover typically scheduled preventative maintenance or maintenance services, including but not limited to maintenance items. This Warranty does not cover the storage, shop supply, or uncommon freight charges.

4.4. Taxes

Buyer shall pay when due all taxes and assessments (if any) on the repair of the Equipment.

4.5. Transferability

This Warranty is not transferable without the expressed written consent of an officer of Aletek who reserves the right not to consent in its sole discretion.

5. Disclaimer of Warranties

5.1 The Aletek Warranty is limited to specific responsibilities, is subject to limitations for failures resulting from certain situations and are subject to the buyers' obligations. The Aletek Warranty is expressly in place of any other warranties expressed or implied including any warranty of merchantability or fitness for a particular purpose.

5.2 Aletek's standard Warranty is limited to the provision of material and services as specified herein. Aletek is not responsible for incidental or consequential damages. In no event shall Aletek be liable for any other losses, damages, costs or expenses claimed by the Buyer including but not

limited to loss from the failure of the Equipment to operate for any period and all other direct, indirect or special damages.

5.3 The Aletek representative to whom you claim this Warranty, must determine whether to accept or reject your claim.

5.4 If you have a complaint about the handling of your claim, please contact Aletek by any of the means provided in section 1.

6. How to make a Warranty Claim

If you are eligible to make a claim under this Warranty and wish to do so, you must do so at your own expense in the following way:

- a) you must return the Aletek product to your nearest Aletek branch, at your own expense.
- b) you must produce the Aletek delivery docket relating to that Aletek product as well as the completed Warranty Form, to the Aletek Representative to whom you deliver the Aletek product; and
- c) you must provide the Aletek Representative to whom you deliver the Aletek product, proof that you purchased the Aletek product and the date of acquisition, by way of the documentation supplied in subparagraph 6.1 (b). However, if you deliver the Aletek product to the Aletek Representative from whom you acquired it, that Aletek Representative may waive any of the requirement of an invoice of subparagraph 6.1(b).

7. Australian Consumer Law

7.1 Clauses 7.2 apply if the supply of goods to you comes with consumer guarantees under the ACL.

7.2 Our goods come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure. 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.

7.3 Your rights under the ACL are not incorporated by, or enforceable under, this Warranty.

7.4 Aletek offers you the benefit of this Warranty in addition to any rights and remedies you may have under existing laws and regulations. This Warranty does not limit or remove those rights or remedies