

## Hitachi Global Air Power Australia Pty Ltd – Warranty Policy A.C.N. No 006732332

Hereinafter the word “Seller” refers Hitachi Global Air Power Australia Proprietary Limited. “Purchaser” refers to the person or company invoiced for the goods.

This warranty policy is in addition to any rights or obligations of the Seller or Purchaser under law that cannot be excluded or modified.

In circumstances where the Australian Consumer Law (“ACL” - as set out in Schedule 2 to the *Competition and Consumer Act 2010 Cth*) applies to any product sold, supplied or manufactured by the Seller, the provisions of this policy shall apply to the extent permitted by the ACL, and nothing in this policy shall be construed as excluding, restricting or modifying any provision of the ACL.

### **1. SCOPE**

The Seller warrants that product of its manufacture and supply shall be free from defects in material and workmanship. Where the Seller supplies goods that are not of its manufacture then the warranty that applies shall be the warranty, if any, extended by that Manufacturer.

Where the Seller accepts liability for warranty then it may, at its option either:

- a) Repair or replace the product, or the supply of equivalent goods.
- b) Supply replacement parts on an ex-works basis, supply the service again or, subject to the conditions hereunder, reimburse the customer for the costs of locally purchased materials and subcontract services.

**NOTE:** No claim will be accepted by the Seller unless notified in writing prior to any works being undertaken on its behalf. The Claimant must obtain a written order from the Seller before proceeding.

### **2. ESTABLISHMENT OF BONA FIDES**

For every warranty claim request the onus lies with the Claimant to establish its validity. The Seller will not proceed with the repairs unless a customer order has been provided.

### **3. TIME HORIZON FOR WARRANTY LIABILITY**

Any request, claim, or action from warranty liability must be commenced within 45 days of the event occurring - or the claim may be disallowed.

### **4. CONDITIONS AND LIMITATIONS**

#### **a) PAYMENT IN FULL**

No warranty claim will be considered unless the Claimant has fully complied with the terms of payment as set down in the conditions of sale or in the quotation for supply of the goods concerned.

#### **b) INSTALLATION / ENVIRONMENT**

The warranty is conditional upon the correct and proper installation and application of the product. No claim will be allowed where the environment is hostile to the product and no warranty is given in respect of the suitability of materials of construction of the product unless specifically so stated, in writing, by the Seller.

#### **c) PROPER COMMISSIONING AND OPERATION**

Warranty is subject to and conditional upon the equipment having been installed, commissioned and maintained in accordance with the Seller’s recommendations as set down in the appropriate instruction manual. Service work may only be carried out by parties authorised by the Seller and using only genuine Spare Parts.

#### **d) UNAUTHORISED MODIFICATIONS**

Any alterations or modifications to the equipment carried out by any party, without the express written approval of the Seller, will render the warranty null and void.

#### **e) MISUSE**

Warranty expressly excludes damage as a result of accident, abuse, misuse, negligence or incorrect operation by the Claimant or his agent

#### **f) LABOUR CHARGE**

The Seller will provide labour free-of-charge (subject to further conditions hereunder) during the nominated warranty period only, and during normal working hours, Monday to Friday (Public Holidays excepted).

#### **g) TRAVEL TIME AND COSTS**

Time to travel to site will be charged at current hourly rates to the Claimant. Mileage, accommodation, meals and any other costs associated with effecting warranty repairs will be charged to the Claimant.

#### **h) WARRANTY WORK OUTSIDE NORMAL HOURS**

For work required outside normal working hours the differential penalty rates applicable will be charged to the Claimant.

**NOTE:** Our “Out of Hours” call out fee is charged where work is required on that basis.

### **5. WARRANTY PERIOD**

#### **-Equipment Manufactured by the Seller**

- One (1) year from date of delivery from the Sellers works.
- A further Twelve (12) months extended warranty is granted in respect of the Rotary Screw Element contained within the “Oil Flooded” rotary screw compressors manufactured by the Seller.

#### **-Equipment and Assembly Components not manufactured by the Seller**

In accordance with Clause 1, the Seller extends to the Purchaser the warranty so provided by the equipment or component Manufacturer.

**NOTE:** No extension of the initial warranty period will be provided by the Seller as a consequence of any work carried out under the Warranty Policy.

#### **Spare Parts Warranty:**

Warranty period on ‘Spare Parts’, irrespective of whether the parts are sold over the counter or as part of a service job. Replacement of ‘Spare Parts’ is accepted within the normal warranty guidelines if the replaced failed part is not the original component of the machine but the machine is still within the warranty period, and providing recurrent faults found are not a result of customer or technician intervention. If the replaced failed part is not the original component of the machine and the machine is out of the warranty period, the component is covered for 90 days only from date of sale, labour or travel charges are not accepted.

### **6. CONSEQUENTIAL COSTS**

The Seller will not be liable under any circumstances, for any costs incurred by the Purchaser, as a consequence of the failure of the product. Furthermore the Seller will not be liable for any damages which may follow as a consequence of the product failure.

### **7. ADMISSION OF LIABILITY**

Acknowledgement and / or investigation initiated or actioned by the Seller for any product failure does not admit its liability or acceptance of any claim.

### **8. TOTALITY OF THE POLICY**

No departure from this policy is granted by the Seller unless it is approved in writing by the Seller.

### **9. GENERAL TERMS AND CONDITIONS OF BUSINESS**

This warranty policy is to be read in conjunction with Hitachi Global Air Power Australia Pty. Ltd. “General Terms and Conditions of Business”.