

AL-KO INTERNATIONAL PTY LTD

ELECTRIC STABILITY CONTROL (ESC) PRODUCT WARRANTY

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 for 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.

AL-KO International Pty Ltd (ABN 96 003 066 813) ("AL-KO") provides the following warranty in relation to its Electronic Stability Control or ESC ("Product"). The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

WARRANTY

AL-KO warrants that, subject to the exclusions and limitations below, the Product will be free from defects in materials and workmanship for a period of 3 years from date of purchase.

This warranty is not transferable to a subsequent person if the Product is sold by the original purchaser during the warranty period. If a defect appears in the Product before the end of the warranty period and AL-KO finds the Product to be defective in materials or workmanship, AL-KO will, in its sole discretion, either:

- (a) replace or repair the Product or the defective part of the Product free of charge; or
- (b) cause the Product or the defective part of the Product to be replaced or repaired by a qualified repairer free of charge.

AL-KO reserves the right to replace defective parts of the Product with parts and components of similar quality, grade and composition where an identical part or component is not available.

Goods 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 goods.

WARRANTY CLAIMS

1. If a fault covered by warranty occurs, the customer must within 7 days contact the dealer from which the Product was purchased, or AL-KO at the contact details listed in this warranty.
2. Any warranty claim must be accompanied by:
 - (a) proof of purchase;
 - (b) full details of the alleged defect; and
 - (c) any relevant documentation (such as maintenance records).

3. The customer must make the Product available to AL-KO or its authorised repair agent for inspection and testing within 14 days of contacting AL-KO or the dealer in accordance with this warranty claims procedure. If inspection and testing finds no defect in the Product, the customer must pay AL-KO's costs of service work and testing.
4. The cost of transportation to or from AL-KO or the authorised repair agent is to be paid by the customer.

EXCLUSIONS

The warranty will not apply where:

- (a) the Product has been repaired, altered or modified by someone other than AL-KO or an authorised repair agent;
- (b) the Product was improperly installed;
- (c) AL-KO cannot establish any fault in the Product after testing and inspection;
- (d) the Product has been used other than for the purpose for which it was designed;
- (e) the defect in the Product has arisen due to the customer's failure to properly use and maintain the Product in accordance with AL-KO's instructions, recommendations and specifications (including maintenance);
- (f) the Product has been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- (g) the defect has arisen due to abuse, misuse, neglect or accident;
- (h) the defect has arisen due to a power surge or other fault in the supply of electricity; or
- (i) unauthorised parts or accessories have been used on or in relation to the Product.

LIMITATIONS

AL-KO makes no express warranties or representations other than set out in this warranty. The repair or replacement of the Product or part of the Product is the absolute limit of AL-KO's liability under this express warranty.

CONTACT

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