TAG Limited Lifetime Warranty

WARRANTY TERMS AND CONDITIONS

This document sets out the terms and conditions of the Warranty provided by the Company in relation to the Product.

1. WARRANTY

- 1.1. Definitions:
 - (a) Authorised Distributor means TAG Distributors that are approved and authorised by the Company to sell the Product;

(b) Authorised Reseller means TAG
Resellers of the product that have been
approved and authorised by the Company;
(c) Company means Specialised
Warehouse Distribution ABN 35 611 990
142

(d) Product means TAG TOWING products;

(e) Warranty means the terms and conditions set out in this warranty document;

(f) Warranty Period means Limited Lifetime Warranty.

- 1.2. the Company warrants that the Products are free from any manufacturing or material defect for the Warranty Period.
- 1.3. Subject to the Warranty Terms and Conditions, the Company will authorise a repair, replacement or refund during the Warranty Period if in the Company's opinion, the Product needs repair because of a manufacturing or material defect which appears and is notified to the company in accordance with this Warranty.

2. CLAIM PROCEDURE

- 2.1. Warranty claims must be received by the Company or Authorised Distributor within the Warranty Period.
- 2.2. In order to make a Warranty claim you must provide the following to the Company or Authorised Distributor as soon as possible:

(a) proof of purchase of the Product;(b) completed Warranty claim form and(c) if requested, the Product, (Claim).

2.3. The Claim must be returned to the Company or Authorised Distributor either by post or email using the below contact details at your own cost.

- 2.4. You will bear the cost of the Claim including any transport costs to have your Product repaired.
- 2.5. Once the Claim is received a representative of the Company or the Authorised Distributor will assess the Claim and determine whether or not there is a defect and the Claim is valid. While assessing the Claim, the Company or the Authorised Distributor may require further information from you in order to make its determination. You must respond to any requests for information within 14 days.
- 2.6. You acknowledge and agree that if you make a Claim, the Company, Authorised Distributor and Authorised Reseller may exchange information relating to you and the Product.
- 2.7. The Company may refuse in its absolute discretion to accept any Claim which is not made in accordance with the Warranty.
- 2.8. If the Product is requested by the Company or Authorised Distributor, the Company will arrange for the Product to be assessed upon receipt to determine if there is any defect covered by the Warranty.
- 2.9. The Company will respond to the Claim within a reasonable time.

3. REMEDIES

3.1. If the Warranty claim is accepted, the Company will, at its option, repair, replace or refund the Product.

4. EXCLUSIONS AND LIMITATION

- 4.1. The Warranty applies to the original purchaser only and is not transferable.
- 4.2. A repair or replacement during the Warranty Period will not renew or extend the original Warranty Period.
- 4.3. This Warranty only applies to products purchased within Australia.
- 4.4. The Warranty does not cover or apply to a Product that:

(a) has not been purchased from an Authorised Distributor;

(b) you examined prior to purchasing the Product and where the examination ought reasonably to have revealed the defect;(c) has a defect which was specifically drawn to your attention before you purchased the Products;

(d) has been altered, modified or changed by a non- Authorised Distributor or a Non-Authorised Reseller;

(e) has any defects caused by:

i. failure to use or properly maintain the Product in accordance with any Company instructions, manual, technical specifications, service guidelines or recommendations;

ii. modification, alteration or repair;

iii. abnormal use of the Product; iv. an accident, neglect, abuse, accidental damage, incidental damage, incorrect application or misuse; v. improper, incorrect or

incomplete installation, fitment or maintenance;

vi. the fitting of any part by a Non-Authorised Reseller;

vii. the repair, maintenance or service by a Non-Authorised Reseller; or viii. normal wear and tear.

- (f) This Warranty does not apply to:
 - i. change of mind;
 - ii. mistaken orders;

iii. a cause independent of human control which occurred after the Product left the Company or Authorised Distributor; iv. loss or damage which is consequential, indirect or due to

circumstances beyond the Company's reasonable control.

- To the extent permitted by law, the Company excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Warranty.
 - 5.1. The Company does not accept any liability or make any warranty in relation to the Product except as provided herein or as required by law. To the extent permitted by law, the Company's liability will not exceed the purchase price of the Product and the Company will not be liable for any loss or damage which is consequential, indirect or due to circumstances referred to in this clause.

6. OTHER RIGHTS

- 6.1. The Warranty applies in addition to the guarantees, rights and remedies conferred by the Australian Consumer Law (ACL) and other applicable Commonwealth, State and Territory legislation. The Warranty Terms and Conditions do not exclude, affect or limit those guarantees, rights or remedies, except to the extent that their application may lawfully be excluded or limited.
- 6.2. If you are a consumer as defined under the ACL, the following statement applies. Note, "goods" means "Products" and "our" means "Company".
- 6.3. Our Product 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 Product repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

7. CUSTOMER OBLIGATIONS

- 7.1. You must comply with any Company instructions, manual, technical specifications, service guidelines, recommendations or other information supplied to you by the Company, Authorised Distributor or Authorised Reseller in relation to the Product.
- 7.2. If you believe the Product has a defect, you must notify the Authorised Distributor or Authorised Reseller immediately so that they can perform any necessary service or repairs on the Product. Attempts to repair the Product yourself or by a Non-Authorised Reseller may result in damage or loss which is not covered by this Warranty.

8. GENERAL

- 8.1. Only the Company may vary the terms of this Warranty. No representative, Authorised Distributor or Authorised Reseller has authority to vary the terms of this Warranty.
- 8.2. The Warranty is governed by the law in the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts in that State.

9. CONTACT DETAILS

TAG Manufacturing Pty Ltd 3A/34 Navigator Place Hendra 4011 1300 326 134 sales@tagtowbars.com.au www.tagtowbars.com.au