

RACKSBRAX®

WARRANTY

- 1.1.** RacksBrax Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Product. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (the '**Warranty**').
- 1.2.** You may make a claim under this clause (the '**Warranty Claim**') for material defects and workmanship in the Products within:
 - 1.2.1** 5 yrs. from date of purchase for injection molded components (the '**Warranty Period**').
 - 1.2.2** 1 year from date of purchase for other components (the '**Warranty Period**').
- 1.3.** In order to make a Warranty Claim during the Warranty Period, you must be the original purchaser and provide proof of purchase from RacksBrax or an accredited RacksBrax Dealer showing the date of purchase of the Products, provide a description of the Products and the price paid for the Products by sending written notice to Engineered Touring Solutions Pty Ltd (RacksBrax) at PO Box 7081, East Brisbane, Queensland, 4169, Australia, or by email to sales@racksbrax.com.
- 1.4.** Where the Warranty Claim is accepted then RacksBrax will, at its sole discretion, either repair or replace any defective Products or part thereof with a new or remanufactured equivalent during the Warranty Period at no charge to you for parts or labour. You acknowledge and agree that you will be solely liable for any postage or shipping costs incurred in facilitating the Warranty Claim.
- 1.5.** The Warranty shall be the sole and exclusive warranty granted by RacksBrax and shall be the sole and exclusive remedy available to you in addition to other rights and under a law in relation to the Products to which this warranty relates.
- 1.6.** All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.
- 1.7.** The Warranty does not apply to:
 - 1.7.1.** any appearance of the supplied Product/s;
 - 1.7.2.** defects loss or damage where the Product/s has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction;
 - 1.7.3.** defects loss or damage caused by non-compliance with RacksBrax fitting instructions or Safety Warnings including the regular inspections of fastenings;
 - 1.7.4.** defects loss or damage caused by overloading the Product or exceeding the capacity of the vehicle and or roof rack manufacturers recommendations;
 - 1.7.5.** defects loss or damage caused by the improper or incomplete securing of any accessory load to the product, i.e. the securing pin AND the supplied lock (where applicable) must both be inserted AND locked (respectively), prior to transporting an accessory;
 - 1.7.6.** **defects loss or damage from erected awnings resulting from wind, rain or snow conditions;** and/or
 - 1.7.7.** defects loss or damage by using non-RacksBrax replacement components.