



## PETRO Industrial – New Product Warranty

<b>1.</b>	<p>PETRO Industrial warrants that each new and unused item of equipment (hereinafter called the Product) is of good workmanship and is free from mechanical defects, provided that:</p> <ul style="list-style-type: none"> <li>• The Product is installed and operated in accordance with the printed instructions as provided by PETRO Industrial.</li> <li>• The Product is used under normal operating conditions for which it is designed.</li> <li>• The Product is not subject to misuse, negligence or accident.</li> <li>• The Product receives proper care, lubrication, protection and maintenance under the supervision of suitably qualified personnel.</li> </ul>
<b>2.</b>	This warranty expires 12 months after shipment by PETRO Industrial to the first user.
<b>3.</b>	<p>This warranty does not apply to:</p> <ul style="list-style-type: none"> <li>• Fluids</li> <li>• Filters</li> <li>• Fuses</li> <li>• Bulbs</li> <li>• And other consumable or normally wearing type items unless found to be defective prior to use.</li> </ul>
<b>4.</b>	<p>PETRO Industrial does not warrant the following components:</p> <ul style="list-style-type: none"> <li>• Engines (Gasoline or Diesel)</li> <li>• Compressors (Air or Freon)</li> <li>• Storage Batteries</li> <li>• Engine Starters</li> <li>• Generators</li> <li>• Alternators</li> <li>• Regulators</li> <li>• Governors</li> <li>• Transmissions</li> <li>• Any other Product having its own inherent warranty.</li> </ul> <p>Many of the foregoing components are warranted directly by the manufacturer and are serviced by a worldwide network of distributors and others authorised to handle claims for component manufacturers. A first user's claim should be presented directly to such an authorized component service outlet.</p>

	<p>In the event any component manufacturer has warranted its component to PETRO Industrial and will not deal directly with a first user, then PETRO Industrial will cooperate with the first user in the presentation of a claim to such manufacturer.</p> <p>Under no circumstances does PETRO Industrial assume any liability for any warranty claim against or warranty work done by, or on behalf, of any manufacturer of the foregoing components.</p>
<b>5.</b>	<p>This warranty is extended by PETRO Industrial only to the purchaser of new Products from PETRO Industrial or one of its authorised distributors. The products purchased under this warranty are intended for use exclusively by the buyer and its employees and by no other persons and, therefore, there shall be no third party beneficiary to this warranty.</p>
<b>6.</b>	<p>A claim of defects in any Product covered by this warranty must be in writing and is subject to PETRO Industrial inspection and judgment. PETRO Industrial's liability is limited to repair only. PETRO Industrial will replace the defective product, F.O.B. factory, once the purchaser, at its expense, has returned the defective product to PETRO Industrial's nominated shipping place.</p> <p>Replacement and exchange parts will be warranted for the remainder of the original warranty, or for a period of ninety days, whichever is the greater.</p>
<b>7.</b>	<p>Under no circumstances whatsoever shall PETRO Industrial and its authorised distributors be liable for any special or consequential damages, whether based on goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence or otherwise, except only as may be required by applicable law.</p>
<b>8.</b>	<p>Continued use of Product (s) after discovery of a defect voids all warranties.</p>
<b>9.</b>	<p>Except as authorised in writing, this warranty does not cover any equipment that has been altered by any party other than PETRO Industrial.</p>
<b>10.</b>	<p>There are no warranties which extend beyond the description of the face hereof. PETRO Industrial makes no warranties, express or implied, of merchant ability or fitness for a particular purpose.</p>
<b>11.</b>	<p>PETRO Industrial neither assumes nor authorises any person for PETRO Industrial any liability in connection with the Products sold, and there are no oral agreements or warranties collateral to of affecting this written warranty.</p>



12.	The laws of the State of Queensland, Australia hereunder shall govern this warranty and all undertakings of PETRO Industrial.
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**Warning**

At all times, safety must be considered an important factor in the installation, servicing and operation of the product. Skilled and technically qualified personnel should always be employed for such tasks.