

## WARRANTY - Freighter Trailer

### Manufacturer Warranty

- (1): MaxiTRANS Industries (NZ) Pty Ltd ACN 070 204 536 of 61 Spartan Rd. Takanini, Auckland, 2105 New Zealand (the **Company**) which can be contacted on 09 269 0712 expressly warrants that Freighter trailers and their component parts (the Products) will be free from defects in material and workmanship for two (2) years from the date of delivery to the customer or the date of invoice to the customer, whichever is earlier (the **Warranty Period**).
- (2): The Company and the customer each confirm, acknowledge and agree that:
- a they are each 'in trade';
  - b the Products are supplied by the Company and acquired by the customer in trade; and
  - c the provisions of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986, and the statutory guarantees and implied terms, covenants and conditions contained in the Consumer Guarantees Act 1993, are excluded to the fullest extent permitted at law, and do not apply.
- (3): This Manufacturer Warranty does not apply to proprietary items as tyres, brakes, rims, wheels, suspensions, curtains, signage and similar equipment which is covered by individual manufacturers' warranties.
- (4): This Manufacturer Warranty will only apply during the Warranty Period so long as the following conditions are met:
- a the Products were manufactured by the Company and were new at the date of delivery;
  - b the Products have been used in accordance with legal loading and speed limits, correctly coupled and operated in such a manner as may be prescribed by the Company or if the Company does not prescribe such conditions, then in such manner as is considered good practice for such Products;
  - c the customer has submitted the Products for testing and inspection during the Warranty Period in accordance with the Company's Owner Service Policy dealing with adjustments and inspections (*a copy of this policy is available online at [www.freighter.com.au](http://www.freighter.com.au) or on request from the Company*);
  - d no replacement part has been used in relation to the Products other than one manufactured and supplied or approved by the Company;
  - e the Products have not been repaired, altered or modified in any way whatsoever by persons other than the Company or its authorised service representatives;
  - f the Products (or affected component parts) have been returned to the Company's authorised dealer for rectification or replacement within the Warranty Period (the cost of transportation of the Products to and from the dealer will be paid by the customer);
  - g the Products have been fully paid for; and
  - h the Products have been maintained and serviced in accordance with the Company's Owner Service Policy.
- (5): This Manufacturer Warranty will not make the Company liable in any way for defects arising directly or indirectly from:
- a accidents which were not caused through a defect in the Products;

- b fair wear and tear of the Products (for instance: curtains, curtain straps, curtain buckles, tyres, rims, bumpers, dock rubbers, scuff strips, flooring, paintwork);
  - c incorrect, faulty or negligent operation or maintenance of the Products including coating or cleaning of the curtains with any preparation not approved in writing by the Company;
  - d misuse or other unsuitable operation of the Products, including overloading;
  - e negligence or error in storing, maintaining or handling the Products including the use of unsuitable cleaning agents;
  - f use of the Products following discovery of a deficiency which has not been rectified; or
  - g any cause not directly attributable to the Company.
- (6): Except as provided in this Manufacturer Warranty, the Company makes no express warranties in respect of the Products. The Company will, under no circumstances, be liable for any damage, whether direct, indirect, special or consequential, arising in any way out of the use of or in relation to the Products, whether as a result of the Company's negligence or otherwise. This includes loss of freight, loss of earnings or loss of contracts.

### **Warranties Implied by Law**

- (7): Nothing in this Manufacturer Warranty operates to exclude, restrict or modify the application of any provision of any statute where to do so would:
- a contravene that statute; or
  - b cause any part of this clause to be void.

### **Limitation of Liability**

- (8): The Company's liability for a breach of the Manufacturer Warranty is limited to any one or more of the following as determined by the Company:
- a the replacement of the Products or the supply of equivalent Products; or
  - b the repair of the Products; or
  - c the payment of the cost of replacing the Products or of acquiring equivalent Products; or
  - d the payment of the cost of having the Products repaired; or
  - e in the case of goods, to any one or more of the above as determined by the Company.
- (9): Replaced parts become the property of the Company. If parts are returned under this Manufacturer Warranty, the customer is not entitled to make any deduction from remittances or current accounts without the Company's consent.
- (10): Warranty work is only to be undertaken by an authorised Freighter dealer. Warranty work may only be undertaken by an alternative repairer with the prior written approval of the Company.

### **Remedies**

- (11): To make a claim in relation to the Products under this Manufacturer Warranty the customer must contact their selling dealer or the Company within the Warranty Period on the contact details provided in clause 1. If the Company determines that the customer has a claim under this Manufacturer Warranty, the Company will act in accordance with clause 8. The customer will be responsible for its costs of making a warranty claim under this Manufacturer Warranty.