

## POLICY FOR WARRANTY

### WARRANTY AGAINST DEFECTS

We take pride in the goods that we import and supply and offer to consumers who purchase our products the warranty set out in this document. This warranty is offered by Australian Rail Technology Pty Ltd (ABN 47 120 856 831) or Australian Rail Technology Projects (ABN 33 127 774 626) (as the case may be), 10 Brennan Close, Asquith NSW 2077, (02) 9482 5710, [warranty@ar-tech.com.au](mailto:warranty@ar-tech.com.au).

This warranty against defects is provided in addition to other rights or remedies you, as a consumer, may have at law.

### WARRANTY PERIOD

Subject to the 'Exclusions and Limitations' as set out below, we warrant to you that if you are a consumer who purchases products directly from us, or from any of our authorised suppliers, that they will not contain defects which are a result of faulty manufacturer workmanship or materials. This warranty subsists for the period of 90 days, or such longer period as specified by us, from the date the product is purchased.

This warranty applies only to the original purchaser of the product and is not transferrable to any other person or party under any circumstances.

### EXCLUSIONS AND LIMITATIONS

No warranty against defects is offered and we will not be liable for defects which are as a result of:

- loss or damage caused by lightning, power surges or other factors beyond our control;
- any product which has not been installed and/or maintained according to any care or operating instructions provided with the product;
- any alterations or repairs to the product (including any disassembly) not performed by us or with our written consent; or
- damage or defects caused to the product due to unusual, non-recommended or negligent use of the product.

We will not be liable for any component subject to wear and tear in any product, any loss, damage or defect in any special order product or obsolete product, any corrosion on the product whatsoever or for any costs, loss or damage incurred in connection with transportation or delivery of the product by us or return of the product by you.

We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us.

### TOTAL LIABILITY

Our total liability in respect of this warranty against defects is limited, at our option to the replacement of the goods, refund of the purchase price of the goods or the repair of the goods.

### MAKING A CLAIM

Any claim made under this warranty must be made contacting us by telephone (02) 9482 5710) within 10 days of the defect arising and completing and returning the authorised Return Materials Authorisation form (available from our website [www.ar-tech.com.au/documents](http://www.ar-tech.com.au/documents)). We may require that the product be delivered to us with evidence of purchase and full details of the nature of the defect. We will not be liable for any costs, loss or damage incurred in connection with transportation or delivery of the product to us or our authorised service agent.

### STATUTORY GUARANTEES

If you are a consumer for the purposes of the Australian Consumer Law the following statement applies to you.

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 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.