



## Warranty Statement

Haynes Mechanical Pty Ltd, Trading as Primec warrants components, machines or equipment overhauled in Australia by Primec, using Primec's repair procedures, to be free from defects in workmanship for the Warranty Period. This warranty does not apply to:

- Components repaired under customer instructions.
- Any item or attachment warranted directly to the customer by its manufacturer or other repairer.
- Partially rebuilt or repaired components, machines or equipment.

### Warranty Period:

The warranty period is twelve (12) months from the date the services were performed or 2000 hours of component, machine or equipment use from the date of dispatch, whichever occurs first ("**Warranty Period**"). All warranty claims are subject to approval by a Primec General Manager.

### Limitations:

Primec is not responsible for failure or damage resulting from:

- Any use or installation not in accordance with a product's manufacturer maintenance manuals or guidelines or use which Primec considers as improper.
- Attachments, accessory items and parts not sold, repaired or rebuilt by Primec.
- Customer's unreasonable delay in notifying of a potential defect or customer's unreasonable delay in making the component available after being notified of a potential problem.
- Abuse, neglect and/or improper storage, repair or maintenance by persons or entities other than Primec.
- Wear and tear.
- Unauthorised repair or adjustments and fuel setting changes not made in accordance with the manufacturer's recommendations.
- the customer jointly performing repairs on site and the specific task

allocation and completion is not clearly documented.

New parts are only covered for warranty by the manufacturer or supplier. Reused or reclaimed parts that meet reusability criteria as ascertained by Primec at the time of overhaul are not subject to warranty. Warranty only applies to the first user and is not transferable with the sale of the component, machines or equipment.

### Primec Responsibilities:

If a defect in workmanship is found during the Warranty Period, Primec will, (in its sole discretion and as the customer's sole and exclusive remedy) during normal working hours, and at a place of business of Primec or other Primec nominated facility, provide one or more of the following:

- Provide (at Primec's choice) new, remanufactured or approved repaired parts needed to correct the defect.
- Provide reasonable labour needed to repair the defect.
- Replace lubricating oil, filters, anti-freeze and other service items made unusable by the defect.

The rectified goods shall be warranted only through the remainder of the original applicable Warranty Period. If it is not practicable to repair at a place of business of Primec or other nominated facility, then travel costs, overtime costs, vehicle mileage, vehicle recovery, meals and accommodation costs are not covered under this warranty and will be charged to the customer's account.

### Customer Responsibilities:

The customer is responsible for:

- Giving timely notice of a warrantable failure and promptly making the component, machine or equipment available for repair.
- All costs for transporting the component (or the equipment in which the component is installed), machine or equipment.
- All costs of access to the component, machine or equipment and removal of the component (if not deemed to be a warrantable claim) in excess of those stated under "Primec Responsibilities".
- Labour and transport costs, except as stated under "Primec Responsibilities".
- Local taxes, if applicable.
- Parts shipping charges in excess of those which are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in workmanship.

- Provision to Primec of the proof of date of installation and machine hours at time of installation.
- Making the component accessible to Primec or its elected repairer.

#### **How to make a claim:**

The customer is responsible for all costs associated with making a claim under the warranty set out in this document, except as expressly stated otherwise in this document, and the customer is referred to the balance of the document terms concerning claim procedures, Primec responsibilities and customer responsibilities. This warranty covers every major component of the goods. Claims under this warranty should be submitted to Primec, Tel: (07) 4952 9700, 51-53 Southgate Drive, Paget, Mackay, QLD 4740, email: [contactus@primec.net.au](mailto:contactus@primec.net.au)

Warranty repairs shall only be performed on the customer's site if first agreed with Primec. Primec will not warrant repairs performed by sub-contractors to return a component to a reusable part, e.g. weld repairs to cylinder block.

#### **Australian Consumer Law:**

This warranty is expressly in lieu of all other warranties, conditions, liabilities or representations in relation to the quality, merchantability or fitness of goods or services (other than those warranties, conditions, liabilities or representations which are, or which give rise to any non-excludable rights under any applicable laws of Australia, or other countries, or the states, territories or other political sub-divisions thereof).

If this warranty cannot apply in whole or in part due to the application of the Australian Consumer Law, and if the parts (goods) or services are provided to a 'consumer' as defined under the Australian Consumer Law, then Primec goods and services come with guarantees that cannot be excluded. If the customer is a consumer under the Australian Consumer Law, for major failures with the service, the customer is entitled to cancel any relevant service contract with Primec, and to a refund for the unused portion, or to compensation for its reduced value. The customer is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, the customer is entitled to have the failure rectified in a reasonable time. If this is not done, the customer is entitled to a refund for the goods and to cancel any relevant services contract and obtain a refund of any unused portion.

The customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

For all goods and services supplied which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then Primec's liability shall be limited to the extent permitted under Australian Consumer Law to (i) in the case of services, to resupplying the services or paying the costs of having the services resupplied and (ii) in the case of goods, to the repair or replacement of the goods or the supply of equivalent goods or the payment of the respective cost thereof, any election of remedies shall be at the sole option of Primec.

Subject to the foregoing, Primec shall not, in any event, be liable (whether before or after discharge or any contract for the supply of any goods or services) for any special, incidental, indirect or consequential loss or damage which may result from or relate to a breach by Primec of such non-excludable rights.