

Warranty Statement given by StaminaLift International Limited

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1. Definitions

"**Australian Consumer Law**" means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as given effect under Part XI of the *Competition and Consumer Act 2010* (Cth), and under the same or similar provisions of the *Australian Consumer Law* and *Fair Trading Act 2012* (as amended or replaced from time to time).

"**Buyer**" or "**you**" means the person, firm or corporation to whom the order is addressed.

"**Consumer**" means a consumer within the meaning of section 3 of the Australian Consumer Law.

"**StaminaLift**" means StaminaLift International Limited.

"**StaminaLift Warranty**" means the StaminaLift Warranty set out in clause 3.

"**Non-excludable Obligation**" means any implied condition or warranty, provision, the exercise of any right or remedy (including a right to indemnity), or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute where to exclude, restrict or modify its application would:

(a) contravene that statute; or

(b) cause any term of this Warranty Statement to be void.

"**Approved Service Provider**" means a service provider approved by StaminaLift International Limited that holds all necessary qualifications as required by the laws of the State or Territory in which they provide services.

2. Non-excludable Obligations

For the avoidance of doubt, nothing in this Warranty Statement operates to exclude, restrict or modify any Non-excludable Obligation.

If you are a Consumer, StaminaLift's 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 that cannot be repaired. 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. The benefits conferred on you by this Warranty Statement are in addition to other rights and remedies you may have under a law in relation to the goods to which this Warranty Statement relates.

3. StaminaLift Warranty

Subject to clause 5 of this Warranty Statement, all products and parts supplied by StaminaLift installed in a Buyer's machine which have been properly installed, maintained, operated and used in accordance with any instructions provided by StaminaLift to the Buyer are warranted to be free from defects in materials and workmanship for:

- (a) a period of 1 year; or
 - (b) the time period in which the relevant product or part has been installed,
- whichever comes first.

4. Exclusions for StaminaLift Warranty

The StaminaLift Warranty does not apply to any product or parts that were not manufactured by StaminaLift or one of its manufacturing suppliers.

The StaminaLift Warranty applies to any product, part,:

- (a) if the Buyer does not follow the process set out in clause 6 below (which sets out what the Buyer must do in order to claim under the StaminaLift Warranty);
- (b) if installation or maintenance of the relevant product, part, has been carried out by a person other than an Approved Service Provider;
- (c) if installation or maintenance of the relevant product, part, has been carried out other than strictly in accordance with the machines manufacturer's specifications;
- (d) If the six monthly service on machinery is not carried out by an approved service provider on or before that date;
- (e) if the relevant defect was caused by the Buyer, or the Buyer's failure to take reasonable steps to prevent the defect; or
- (f) if the product, part, has been used in an application not specified.

5. Claiming under the StaminaLift Warranty

In order to claim under the StaminaLift Warranty, prior to any work commencing on repairs or replacement the Buyer must:

- (a) promptly provide StaminaLift with written notice of the claim and details. The claim must include:
 - (i) evidence of the date on which the relevant product, part, was installed in the Machine (for example, a copy of an invoice from the service provider that installed it);
 - (ii) evidence of the hours reading of the Buyer's machine at the time the relevant product, part, was installed;
 - (iv) the Buyer's machine serial number and model;
 - (iv) a quote for any repairs or replacement.
 - (v) return of the product(s), part, that the Buyer claims is defective; and
- (b) if requested by StaminaLift, establish that the product, part has been properly installed, maintained, operated and used in accordance with any instructions provided by StaminaLift to the Buyer, or the manufacturer's instructions, as applicable, to StaminaLift's reasonable satisfaction.

6. Repair, replacement or refund

If StaminaLift accepts that the Buyer is entitled to claim under the StaminaLift Warranty, StaminaLift may, in StaminaLift's discretion:

(a) either:

(i) repair or replace the defective product, part, or

(ii) refund the amount paid by the Buyer for the defective product, part, to the Buyer; and/or

(b) reimburse the Buyer for any costs the Buyer incurred in returning the defective product, part to StaminaLift.

7. All other rights and remedies that may be excluded are excluded

Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on StaminaLift are expressly excluded.

8. Limitation of liability

Except in relation to Non-excludable Obligations, Buyer agrees that StaminaLift's liability to Buyer arising directly or indirectly under or in connection with this Warranty Statement, the performance or non-performance of the terms of this Warranty Statement, or the performance, installation, repair, operation or use of any product or part supplied by StaminaLift to Buyer, and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited as follows:

(a) StaminaLift will have no liability whatsoever to Buyer for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of use of the product, or part, loss of opportunity, loss of production, production stoppage or loss of data), or claims resulting from contracts between Buyer, its customers and / or suppliers); and

(b) the aggregate of StaminaLift's liability to the Buyer is otherwise limited to an amount not exceeding the consideration paid by the Buyer for the product or part.

In relation to Non-excludable Obligations, except for goods of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which StaminaLift's liability is not limited), StaminaLift's liability to and Buyer's sole and exclusive remedy for a failure to comply with any Non-excludable Obligation is limited to the cost of:

(a) replacing the product or part.

(b) supplying an equivalent product or part; or

(c) having the product or part repaired.

9. No guarantee as to repairs and spare parts

StaminaLift hereby gives notice to the Consumer for the purposes of section 58(2) of the Australian Consumer Law that neither facilities for repair of the goods purchased by the Consumer, nor parts for those goods, will necessarily be made available to the Consumer by StaminaLift.