

Melbourne Trailer & Caravan Supplies Pty. Ltd.

WARRANTY AND AUSTRALIAN CONSUMER LAW GUARANTEES

By purchasing a Melbourne Trailer & Caravan Supplies Pty. Ltd. ACN 005646202 ("MTCS") product, you can be confident that the product has been designed and manufactured to the high standards of quality and reliability for which MTCS products are renowned.

WARRANTY

1. **Warranty**

MTCS warrants that each of its products will be free of defects in material and workmanship for the periods set out in the Annexure from the date of original purchase of the product from MTCS or an authorised MTCS distributor, subject to the limitations and exclusions set out below ("**Warranty**").
2. **Claiming on the Warranty**
 - (a) If you purchased a MTCS product from an authorised MTCS distributor (as opposed to direct from MTCS) and wish to claim on the Warranty to the authorised MTCS distributor, you must, at your own expense:
 - (i) return the product securely packed to protect against damage to the product; and
 - (ii) provide details of:
 - (A) the claim on the Warranty;
 - (B) proof of original purchase; and
 - (C) your name, address, email address and telephone number,to the authorised MTCS distributor from whom you originally purchased the product, within the respective warranty period referred to in the Annexure.
 - (b) If you purchased a MTCS product directly from MTCS or otherwise wish to claim on the Warranty direct to MTCS, you must, at your own expense:
 - (i) first contact MTCS at the contact details below and:
 - (A) provide MTCS with details of the claim on the Warranty;
 - (B) provide MTCS with proof of original purchase; and
 - (C) obtain a "Return Number",
 - (ii) securely pack the product to protect against damage to the product;
 - (iii) include a copy of the original proof of purchase in the packaging;
 - (iv) clearly mark the Return Number on the outside of the packaging; and
 - (v) then return the product direct to MTCS at the address below, within the respective warranty period referred to in the Annexure (products returned to MTCS without a Return Number will not be accepted by MTCS and the issue of a Return Number and acceptance of returned products by MTCS's staff does not constitute acceptance by MTCS of the claim on the Warranty).
 - (c) MTCS, or the relevant authorised MTCS distributor, will assess any claim you may make on this Warranty and if, in the reasonable opinion of MTCS, the Warranty applies, MTCS (or the relevant authorised MTCS distributor) will at its own option and cost:
 - (i) provide you with the same or (if the same product is no longer available) similar MTCS product; or
 - (ii) repair the product and return it to you; or
 - (iii) refund the price you paid for the product.
 - (d) This is the only obligation of MTCS under this Warranty.
 - (e) Other than those costs which are expressly stated as costs of MTCS, you must bear any other expenses of claiming on this Warranty.
 - (f) If products are returned to MTCS for which, in MTCS's reasonable opinion, this Warranty does not apply, the products will be returned to you freight-collect or, where freight is unreasonably excessive, made available for you to collect.
3. **Exclusions**

This Warranty does not apply to:

 - (a) MTCS products which have been improperly installed or fitted or for which the MTCS installation and fitting instructions have not been followed (including damage or underperformance arising from incorrect wheel alignment, incorrect wheel nut torque or hub imbalance);
MTCS products which have not been properly maintained in accordance with MTCS's care and maintenance recommendations including maintenance required after prolonged storage (MTCS care and maintenance recommendations can be found at www.melbournetrailers.com.au);
 - (b) MTCS products which have been used in a way or manner not within the scope and limitations of the technical and other specifications for the products published from time to time by MTCS or damage or underperformance caused by, or in relation to, products other than MTCS products;
 - (c) MTCS products which are made using components or specifications provided or requested by someone other than MTCS;
 - (d) fair wear and tear;
 - (e) MTCS products which have been modified, altered or repaired without the written authorisation of MTCS including MTCS products which have been removed from an original application and installed in or attached to other goods (which includes welding of supplemental brackets to an axle or axle product);
 - (f) MTCS products which have been subject to accident, abuse, misuse, neglect or damage;
 - (g) defects or deterioration caused to MTCS products from being exposed to corrosives, including vapours, chemicals, abrasive compounds, contamination, pollution, coastal air, salt spray, high humidity that exceed the tolerances as set out by MTCS from time to time or to cosmetic imperfections such as staining, finish tarnishing or superficial corrosion;
 - (h) MTCS products which are not new when purchased by the original purchaser;
 - (i) anyone other than original purchasers of new MTCS products;
 - (j) MTCS products which are sold by MTCS (or an authorised MTCS reseller) as a "seconds" product or similar;
 - (k) MTCS products which were not originally sold in Australia by MTCS;
 - (l) MTCS products which have had any of the brands, marks, patented plates, numbers or other information of MTCS on the products defaced or removed;
 - (m) the removal or replacement of MTCS products or associated charges; or
 - (n) personal injury, property damage, consequential or economic loss, howsoever caused.
4. **Australian Consumer Guarantee**

The following guarantee applies only to a "consumer" as defined in the Australian Consumer Law:
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 other 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.
5. **MTCS contact details**

MTCS address, telephone number and email address are: Melbourne Trailer & Caravan Supplies Pty. Ltd. ACN 005 646 202, 1-3 Ashley Park Drive, Chelsea Heights, Victoria, Australia 3196; Email: sales@melbournetrailers.com.au

ANNEXURE – WARRANTY PERIOD

MTCS PRODUCT RANGE	WARRANTY PERIOD (clause 1 above)
Dexter Axle: grease and oil seals	1 year
Dexter Axle: axles, suspension systems and E/H hydraulic brake actuators	2 Years
Dexter Axle: Genuine Replacement Parts (excluding grease and oil seals)	2 years
Dexter Axle: axle models D90, D100GD, D100HD, D120, and D150 when installed with properly matched Genuine Dexter Hanger and attaching Parts Kits (HAP Kits) or Dexter Heavy Duty Suspension System (HDSS)	3 years
Dexter Axle: Nev-R-Lube bearings and the suspension components of the Dexter Axle Torflex Axles	5 Years
Dexter Axle: Predator Series electric brake controllers	7 years
All other MTCS products	1 Year