



SAMMITR

WARRANTY POLICY

SMM ACCESSORIES

WARRANTY AGAINST DEFECTS

Dated 1 June 2018

This *Warranty* is provided by SAMMITR (Australia) Pty Ltd of 10 Greens Road, Dandenong South VIC 3175, for *products* sold after 1st March 2018.

Please refer to the following

1. DEFINITIONS

(a) *Customer* means the *customer* identified as the purchaser and end user of the product

(b) *Modification* means any modification to the *Product* which was carried out without SAMMITR's prior written approval;

(c) *Product* means an *SMM Accessory Product* which is imported by SAMMITR;

(d) SAMMITR means SAMMITR (Australia) Pty Ltd (ABN 58 153 617 773) of 10 Greens Road, Dandenong South VIC 3175, Australia; fax: +61 3 97067209; tel: +61 3 97067194 email:support@sammitr.com.au;

(e) *SMM* means Sammitr Motors Manufacturing Public Company Limited, Thailand of 39 MOO 12 Petchkasem Rd., Om-Noi Kratumban, Samuthsakorn 74130, Thailand;

(f) *Warranty* is the express *product warranty* set out in clauses 1.2 to 1.7 inclusive of this document, and to be read and understood together with all the other information contained in this document (including the Attachment);

SMM 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 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.

(g) *Warranty Period* means the warranty period identified in clause 1.7 of this document;

(h) *Warranty Service* means the warranty service referred to in clauses 1.2, 1.3 and 1.4 of this document;

(i) *Warranty Claim* means a claim submitted by *Customer* against this Warranty.

(j) *Extreme 4WD* means the product has been used in off road, non-bitumen roads for more than 30% of the time

1. WARRANTY

1.1 The benefits to *Customer* given by this *Warranty* are in addition to other rights and remedies that the *Customer* under a law is entitled to in relation to the goods or services to which this *Warranty* relates.

1.2 *SAMMITR* only warrants that if there is any defect in factory materials or factory workmanship in the *Product* during the *Warranty Period* then *SAMMITR* will (at its own cost) rectify the defect. This *Warranty* needs to be read and understood together with all the other information contained in this document.

1.3 *SAMMITR*'s rectification of the defect referred to in clause 1.2 may include repair, replacement of the defective part or replacement of the *Product*.

1.4 If *SAMMITR* determines that replacement of the *Product* is appropriate then if a replacement of the *Product* is unavailable, *SAMMITR* will (at its option) replace the *Product* with a similar *Product* or pay the residual value of the *Product*.

1.5 This *Warranty* does not cover any defect which arises from the way in which the installation of the *Product* was performed.

1.6 The *Warranty Period* is as set out below.

SMM T-Lift

Sammitr Australia warrants the product for a period of **(3) Three years** from the date of purchase on material and manufacturing defects on the unit including all moving parts.

Sammitr Australia warrants the product for a period of **(1) One year** from the date of purchase on plastic and rubber parts.

SMM T-Slide

Sammitr Australia warrants the product for a period of **(1) One year** from the date of purchase.

The SMM T-Slide is rated to 460kg evenly distributed weight.

Please note:

If the product is used in extreme 4WD applications, the warranty period is 6 months.

2. WHAT CUSTOMER MUST DO TO BE ENTITLED TO CLAIM UNDER THIS WARRANTY

2.1 *Customer* must have completed the following to be entitled to make a claim under this *Warranty*:

(a) return the *Product* to the premises where the *Product* was purchased. If purchased from *SAMMITR* then return the *Product* to *SAMMITR*;

(b) for a *Product* already fitted, bring the vehicle fitted with the *Product* to the premises of where the *Product* was purchased;

(c) provide proof of purchase of the *Product*;

(d) submit *Warranty Claim* within the *Warranty period* set out in clause 1.7 of this document;

(e) with the premises where the *Product* was purchased, complete a *Warranty Claim* online via *SAMMITR*'s website (www.sammitr.com.au) with all necessary information filled in or attached (*);

(f) satisfy *SAMMITR* that the terms of this *Warranty* apply to *Customer's Warranty Claim*.

2.2 Incomplete *Warranty Claims* will be rejected and will not be processed. The premises of where the *Product* was purchased will be informed of this rejection of the *Warranty Claim*.

2.3 SAMMITR will review the *Warranty Claim* and advise whether the terms of the *Warranty* have been satisfied. Where SAMMITR advises that the *Warranty Claim* satisfies the terms of the *Warranty* then SAMMITR will carry out the rectification of the defect referred to in clauses 1.2, 1.3 and 1.4.

2.4 If SAMMITR is of the opinion that it requires a physical inspection of the *Product* then SAMMITR may elect either to have the *Product* delivered to its premises or to send one of its representatives to the premises where the *Product* was purchased to inspect the *Product*. The responsibility for the bearing of the cost associated with such delivery and inspection are referred to in clause 4.3 of this document.

3. CIRCUMSTANCES WHERE THIS WARRANTY DOES NOT APPLY

3.1 This *Warranty* will not apply if the defect in factory materials or factory workmanship has been caused or contributed to by a failure to properly:

(a) use the *Product* in accordance with the recommendations and instructions, and the capacity and operating limitations, specified for the *Product* in any documentation provided (including electronically) to *Customer* at any time; or

3.2 This *Warranty* will not apply if the claimed defect in the *Product* is caused by or is attributable to:

(a) installation of the *Product*;

(b) incorrect fitment or adjustments;

(c) normal wear and tear of the *Product*;

(d) any *Modification* of the *Product*;

(e) use of non-genuine *SMM* components in the *Product*;

(f) any damage incurred during transportation or handling of the *Product*;

(g) unusual or improper use, or negligent use or misuse of the *Product*;

(h) racing or competition use;

(i) any accident;

(j) strenuous or extreme off-road use of the vehicle on which the *Product* is installed;

(k) alterations, tampering or *modification* to the original factory design of the *Product*;

(l) use of the *Product* on vehicles with *modifications* not approved by SAMMITR;

(m) removing or defacing of the *Product's* serial number;

(n) paint or seal damage due to high pressure washes;

(o) paint scuffing on any part of the vehicle caused by the *Product*;

(p) surface rust or minor surface cracking (as this does not constitute a structural defect);

(q) loading of the *Product* with weights in excess of that specified by SAMMITR in any documentation provided (including electronically) to *Customer* at any time;

(r) use of the *Product* after the defect is known;

(s) damage caused by industrial fallout including chemicals or sealants;

(t) fire, flood, lightning or other nature acts;

(u) damage caused by atmospheric fallout including hail and salt; or

4. COSTS AND EXPENSES OF MAKING WARRANTY CLAIM

4.1 Expenses incurred by *Customer* in making a claim under this *Warranty* are to be borne by *Customer*. Subject to any applicable law which provides otherwise, *Customer* is required to bear all costs and expenses incurred in taking the *Product* to, and collecting the *Product* from, the premises from which *Customer* purchased the *Product* (or to and from the premises of SAMMITR where *Customer* purchased the *Product* from SAMMITR).

4.2 Parts used and labour supplied in carrying out the *Warranty Service* at the premises where the *Product* has been purchased from are free of charge to *Customer* where the *Warranty Claim* has been accepted as valid by SAMMITR.

4.3 If SAMMITR is of the opinion that it requires to do a physical inspection of a *Product* which has been returned to the premises of where the *Product* was purchased, (in addition to inspection done by the premises where you have purchased the *Product*) then SAMMITR may elect either to have the *Product* delivered to its own premises or to send one of its own representatives to the premises where you have purchased the *Product* from to inspect the *Product*. If following that physical inspection SAMMITR determines that the *Warranty Claim* is a valid claim then SAMMITR will pay all the costs of such delivery and inspection including return delivery to premises where you have purchased the *Product* from. If SAMMITR determines that the *Warranty Claim* is not a valid claim then *Customer* will need to bear the costs of any delivery return of the *Product* from SAMMITR's premises to the premises of where the *Product* was purchase from.

5. OTHER LOSS

This *Warranty* covers only the remedies set out in clauses 1.2,1.3 and 1.4. No claim for any other remedy or relief of whatever nature (including, without limitation, a claim for lost time, inconvenience or other direct or indirect or consequential loss and whether based in contract, negligence or other legal cause of action), will be recognised under this *Warranty* notwithstanding that such claim may arise from a defect in factory materials or workmanship in the *Product*. However, *Customer* can pursue any rights and remedies which may be available to *Customer* under any relevant law in connection with the supply of the *Product*.

7. YOUR RIGHTS UNDER 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 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.