

## LIMITED WARRANTY

The manufacturing division of Hedweld Engineering Pty Limited warrants that it will make any repairs and needed adjustments on new components and to correct defects in materials or workmanship. Hedweld Engineering Pty Limited makes no warranty on component parts not manufactured or fabricated by Hedweld Engineering Pty Limited, but hereby assigns to you the purchaser, all of its rights under the original manufacturer's warranty covering such component parts and agrees to assist you in making such contacts with the manufacturer of such component parts as may be necessary to protect your rights under the Warranty covering them.

This Warranty is given expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities for manufacturing defects on the part of Hedweld Engineering Pty Limited. No person on behalf of Hedweld Engineering Pty Limited is given any authority to make any other warranty or make any other representations on behalf of the manufacturer or to assume any responsibility on its behalf other than as set forth in this Warranty.

This Warranty shall not apply to any component, which shall have been repaired or altered outside of Hedweld Engineering Pty Limited if in its judgement such repairs or alterations affect the stability or reliability of the equipment sold nor does said warranty apply to any component which has been operated at a speed exceeding factory rated speed or loaded beyond the factory rated capacity or which has been subjected to any misuse, neglect, accident or lack of normal maintenance.

The warranty period begins on the date the component is first delivered to the first retail purchaser. This Warranty is for twelve (12) months on new products and three (3) months warranty for repaired or service exchange products.

This Warranty is to ensure that the defective parts in equipment supplied by Hedweld Engineering Pty Limited., are replaced with new parts by Hedweld Engineering Pty Limited., or any other person nominated in writing by Hedweld Engineering Pty Limited. All replacement and returned faulty parts are supplied Ex Works (EXW) (Incoterms 2010).

Any implied warranty applicable to a component is limited in duration to the duration of this written Warranty. Hedweld Engineering Pty Limited shall not be liable for consequential commercial damages resulting from breach of this written Warranty or any implied warranty.

Hedweld Engineering Pty Limited is continually testing and evaluating its product, which may result in design changes and improvements from time to time. The right to make any changes in design or improvements without imposing any obligation to install them on products previously manufactured is specifically reserved.

### **NB: For Safe-Away 2009 Control Systems:**

*To properly assess any warranty claim, Hedweld require a copy of the data log from the Incab control. The log file must contain the time and date stamped data relative to the event which is to be claimed under the warranty conditions listed above as a defect in materials or workmanship.*

***The download of the data log is required to be attached to the email with this completed warranty claim form.***

I have read and understood the Warranty Terms