



Product Warranty Kangastop Pty Ltd

1. Parties

The parties to this Product Warranty are;

Kangastop Pty Ltd of 87 Regent Street, Riverstone, NSW, 2765 (The Supplier)

and

Title_____ Initials_____ Surname _____

Company Name (if applicable) _____

Address _____

Suburb _____ State _____ Post Code _____

Contact Number (____) _____

Email Address _____

Date Purchased _____

2. Product Description

The Kangastop machine (the Goods) as detailed in the specifications in Schedule 1 attached.

3. Australian Consumer Law

3.1 The Kangastop Warranty does not exclude any rights or remedies the Purchaser may have under Australian Consumer Law.

4. Kangastop Warranty

4.1 Kangastop Pty Ltd manufactures superior quality products to what are generally available in the market and accordingly provides a ten (10) year warranty against faults or defects, in



addition to the purchaser's rights or remedies under Australian Consumer Law, in relation to the following parts providing any of the provisions of clause 4.3 do not apply:

- a. The industrial power supply.
- b. The Primary Logic Controller (PLC).
- c. The Human Machine Interface (HMI).
- d. All air controls and sensors as applicable.
- e. All electrical contacts and switches.
- f. The drive belt.
- g. All other parts and components.

4.2 Warranty Commencement Date.

The Warranty Period commences from the date the Goods are despatched from Kangastop Pty Ltd to the Purchaser and remains in force for a period of ten (10) years from the commencement date.

4.3 The warranty is made null and void if at any time during the warranty period:

- a. The Goods are not installed or maintained and serviced in accordance with the maintenance requirements as detailed on the Kangastop Pty Ltd web site Terms and Conditions
- b. The Goods are damaged at any time after the Purchaser takes possession of the Goods whether such damage is caused by accident, negligence, deliberately, or some other way, by the Purchaser or their employee, representative, sub-contractor, or any other person or entity whilst the Goods remain in the possession of the Purchaser; or
- c. The Goods have been on-sold or otherwise disposed of by the Purchaser.

4.4 The Warranty excludes fair wear and tear.

5 Application of the Warranty

5.1 The warranty applies as follows:

- a. Any part that fails, or is defective, or otherwise does not perform (the fault) according to the specifications as detailed in Schedule 1 will be rectified by Kangastop Pty Ltd at the request of the Purchaser on the understanding that:



- i. The Purchaser shall contact Kangastop Pty Ltd by email or phone, as detailed in Schedule 1, and provide particulars of the fault, and
 - ii. If required the Purchaser shall return the Goods to the location designated by Kangastop Pty Ltd; for assessment, and
 - iii. Kangastop Pty Ltd will forthwith assess the fault and if such fault is covered by the Warranty shall fix the fault expeditiously and return the Goods to the purchaser, and
 - iv. The Purchaser shall pay their pro-rata portion of the cost for any replacement part, excluding any labour costs which shall be borne by Kangastop Pty Ltd.
- b. The date of the fault for the calculation of the pro-rata portion shall be the date that the Purchaser contacts Kangastop Pty Ltd to report the fault.
- c. Pro-rata Portion means the Purchaser pays the proportional amount for the time they have had use of the goods rounded down to a whole number of full calendar months from the commencement date as a percentage of the full warranty period. As an example:
- The goods were purchased on 15 January 2000
 - A fault is reported to Kangastop on 11 June 2003
 - The value of faulty part is \$400
 - Under the warranty Kangastop Pty Ltd will replace the faulty part and the pro-rata charge to the Purchaser is calculated by the number of full months the Purchaser has had use of the Goods (15 January 2000 to 11 June 2003) which is 40 months. (As a percentage of the full period which is 120 months the Purchaser would pay 33% of the replacement cost. The labour cost is borne by Kangastop Pty Ltd.

5.2 Please Note that most of the competitor products have only up to a 2 year warranty period so after that the Purchaser is required to pay the full price of any faulty part plus labour costs.

Signed by Purchaser _____

Date _____