



## WARRANTY TERMS AND CONDITIONS

By Purchasing your Northgate Engineering Product you have agreed to be bound by the following Terms & Conditions.

1. Northgate Engineering Pty Ltd (ABN 64 097 605 000) of 21 Jesica Road, Campbellfield, VIC 3061 warrants the original Purchaser and provided the terms of payment are duly complied with by the Purchaser, that for a term of 1 year from the date of completion, all items of Northgate Engineering manufacture which occur during this term will be repaired or replaced without charge to the original purchaser.
2. Original proof of purchase of the product or the receipt/tax invoice will be required for any warranty claim to be considered.
3. In the event of a claim within the warranty term, a purchaser should contact Northgate Engineering on (03) 9357 7307 prior to carrying out any repair or rectification. Any claim for repairs carried out without prior authorization will be denied.
4. This warranty does not cover failure caused by any of the following: normal wear and tear commensurate with age and use, deterioration or fading of paint, damage caused by towing with incorrect tyre pressure, overloading, misuse or abuse of any products, incorrect towing equipment, negligence, water submersion, accident damage, off-road use, owner abuse or damage caused by incorrect or any consequential damage due to continued usage or after the defect has or should have become apparent to the purchaser or user of the product. It is the responsibility and obligation of the purchaser to notify Northgate Engineering immediately a fault becomes apparent.
5. Service items such as, but not limited to fluids, batteries, light bulbs, hoses, seals, consumables, routine maintenance are the responsibility of the purchaser.



6. No warranty is given for defects or damages caused by additional products, modifications by the Customer or Dealer. This warranty is voidable at the option of Northgate Engineering in the event of failure by the purchaser to service and maintain the goods in accordance with instructions furnished by Northgate Engineering and/or the manufacturer of parts or components as the case may be or of failure by the purchaser to operate or use the goods in accordance with instructions or manuals furnished by Northgate or if the purchaser shall wilfully abuse or recklessly mistreat the goods at any time.

7. Appliances and equipment which are not manufactured by Northgate (for example the pumps, motors, suspension and hydraulic components, hose reels) are covered by any warranty issued by the manufacturer of such items for the term offered by the manufacturer of such items. Northgate Engineering offers no warranty on these items and the cost of removal and replacement of such items for the purpose of repair is the purchaser's responsibility.

8. Northgate Engineering will not be liable for any consequential loss or damage such as, but not limited to, disrupted work schedule, loss of income, accommodation or other associated costs while repairs are carried out to the Northgate product in the event of an authorised claim. It is the purchaser's responsibility to deliver the Northgate product to and from an authorised repairer in the event of a claim.

9. No warranty will be issued to a purchaser unless the product has undergone pre-delivery inspection by Northgate Engineering. The purpose of this pre-delivery inspection is for the Northgate Engineering to explain and demonstrate all the fixtures and fittings of the product, and for the purchaser to acknowledge that all items fitted and supplied are as ordered, and in working order at the time of delivery.

10. The purchaser will become fully responsible for the goods, and any insurance requirements immediately upon the first of the following occurrences:

- a. The purchase price is fully paid.
- b. On delivery of the goods to the purchaser or duly appointed agent of the purchaser.
- c. Such responsibility will apply in respect to the purchaser, to any goods or machines or vehicles which Northgate Engineering agrees to store or garage for the purchaser.



11. Any cost or expenses incurred by the purchaser in making a claim or in complying with the purchaser's obligations under this warranty shall be the purchaser's responsibility. This includes any fees for maintenance service, towing fees, storage, or travelling time which may be required by a repairer to perform warranty repairs.
12. This warranty is issued to the original purchaser, and is not transferable.
13. This is the only warranty issued by Northgate Engineering to the purchaser, and excludes any oral or written warranty given by any dealer or agent of Northgate Engineering. Any benefit conferred by this warranty is in addition to any rights and remedies which are available to the purchaser under relevant state federal laws.
14. Northgate Engineering reserve the right towards all warranty claims, to liaise with the repair agent towards repairing or replacing the defective components.
15. Should a dispute arise concerning either the warranty or a claim, the purchaser may choose to refer the matter for mediation at Northgate Engineering. If the purchaser remains unsatisfied following mediation, or if the purchaser elects not to refer the matter for mediation, Northgate Engineering will advise the purchaser of other available methods of dispute resolution.

#### WARRANTY PROCESS

1. Dealer or Customer rings Northgate Engineering to discuss warranty matters.
2. Northgate Engineering enters warranty data and validates ownership details.
3. Northgate Engineering contacts nearest repairer or customer can recommend a repairer and confirms repair inspection details.
4. Customer arranges to take product to the authorized repair agent for inspection.
5. Authorized repair agent forwards quotation by e-mail or fax with supporting documents (photos) to Northgate for approval to proceed with repairs.
6. Northgate Engineering issues repairer with authorization number and signature of Northgate warranty officer.
7. Northgate Engineering coordinates and organizes all parts as required by the repairer.
8. Any claims for repairs carried out without prior authorization will be denied.