

# INDEPENDANT PARTS –CONSUMER WARRANTY AGAINST DEFECTS

Independant Parts guarantees that the goods we supply include warranties that cannot be excluded under the Australian Consumer Law. However the determination of whether warranty is applicable to any fault or failure is entirely at the discretion of Independant Parts.

Independant Parts warrants all Eaton remanufactured products of up to 90 ton(excluding FS series transmissions) for up to a period of 2 years depending on vehicle application and gross mass or 250,000kms (*whichever occurs first*) from point of sale. On Highway application, up to 90t GCM including B triple, warranted up to 2 years / 250,000 km. On Highway Roadtrain 90t-142t GCM up to 1 year / 250,000km. Off Highway Roadtrain up to 1 year / 150,000km. Warranty is not applicable to off road applications / mining etc.

All other remanufactured product (non Eaton) Transmission or Differential is warranted for 1year/250,000kms (*whichever occurs first*). Workmanship for repairs is warranted for 3 months. Please note: Synchromesh parts are excluded from warranty due to the probability of damage incurred through misuse which is outside of our control.

Where Independant Parts has sold a new product, the warranty period as determined by the manufacturer will apply to the product. Our commitment is to manage the warranty process with the Manufacturer on behalf of the customer. Independant Parts will not be liable for any shortfall in a claim between the end user and the manufacturer.

## Owner/User Responsibilities:

- 1.The equipment / goods are used under normal operating conditions and maintained according to the manufacturer's recommendations.
2. The equipment / goods were operated and maintained as specified by the equipment manufacturer maintenance schedule.
3. Prompt notice of the problem is given to allow Independant Parts to investigate the problem.
4. Lubricants used must conform to manufacturer's specification, additives or friction modifiers **MUST NOT** be used.

## Warranty Claim Process for Purchaser:

- Contact the Warranty Officer of Independant Parts as soon as practicable following the failure; Phone 08 9353 2590 the Warranty Officer is located at 8 Dowd Street Kewdale WA, the trading premises of Independant Parts.
- Arrange with the Warranty Officer the method to return the goods to Independant Parts for inspection. If transport, on site repairs or repairs by a person other than Independant Parts may be required due to the location of the failure, discuss the preferred option with the Warranty Officer and obtain an authorisation code to ensure the warranty repair is carried out to a satisfactory standard with minimal disruption and no unnecessary costs are incurred by either you the purchaser or Independant Parts.
- The Warranty Officer will provide a Warranty Claim Application Form to be completed by the purchaser to allow Independant Parts to make a comprehensive assessment of the circumstances of the failure and a determination of any possible warranties and or losses associated with the failure.
- Complete all details on the form supplied and return to the Warranty Officer by post to; PO Box 39 Welshpool WA 6986 or by fax to 08 9353 6995 or email to [parts@independantparts.com.au](mailto:parts@independantparts.com.au) marked for the attention of the Warranty Officer. Expenses incurred by you, the purchaser may be noted in the comments section of this form. Please ensure all supporting original documents are attached, reimbursement of expenses will be subject to verification of documentation and limited to the extent compelled by law. Any expenses that are not deemed to be a direct result of a warrantable failure will not be compensated. Losses claimed must also be verified by original documentation and will only be considered for compensation where a *true net loss is verified*, and will only be reimbursed to the extent compelled by law.

## Limitations:

This warranty shall be void if:

- (1) The wrong lubricant is used for the application;
- (2) The damage is related to use in an unapproved application;
- (3) The damage is related to unauthorised equipment modification;
- (4) The owner/operator has failed to operate or maintain the equipment as required by the manufacturer.
- (5) Incorrect installation processes outside of the control of Independant Parts will also void this warranty.

Damage arising due to continued operation after a defect is evident, will not be covered.

Reimbursement will be subject to inspection of failed components and assessment of cause of failure by Independant Parts. The claimed parts must be available for inspection as soon as is practicable following the initial contact with the Warranty Officer of Independant Parts.

No returned parts will be accepted at Independant Parts, without prior authorisation (Warranty Return Number provided by Warranty Officer).

Independant Parts will only cover the repair of the part manufactured/sold by Independant Parts, not associated parts or assemblies. Warranty is non-transferable and applies only to original purchaser.

If the claim is rejected, the parts will be available for retrieval for 4 weeks; thereafter the parts will be disposed of.

Items replaced under Independant Parts/Re-Manufacturers Warranty become the property of Independant Parts/Re-Manufacturer.

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage, only where Independant Parts have determined definitively that there is a warrantable failure and limited to verifiable actual losses as a direct result of a major failure. 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, following verification by Independant Parts that it is a warrantable issue.

**INDEPENDANT PARTS RESERVES THE RIGHT TO INSPECT ANY PRODUCT SUBJECT TO A WARRANTY CLAIM AND TO DETERMINE THE CAUSE OF FAILURE BASED ON THEIR EXPERT OPINION. ALL WARRANTY ADJUDICATIONS WILL BE DETERMINED BY THIS PROCESS.**

**INDEPENDANT PARTS IS NOT RESPONSIBLE FOR: SPECIAL, INDIRECT, INCIDENTAL DAMAGES OR LOSSES EXCEPT WHERE EXPRESSLY STIPULATED BY AUSTRALIAN CONSUMER LAW. THE BENEFITS OF THIS WARRANTY ARE IN ADDITION TO YOUR RIGHTS AND REMEDIES UNDER LAW, INCLUDING YOUR RIGHTS AND REMEDIES UNDER THE AUSTRALIAN CONSUMER LAW.**