



JSGNZ Product Warranty Policy - Australia

Effective October 2023

JSG Industrial New Zealand Limited (hereinafter called "JSGNZ") warrants that each new and/or unused part, product, engineered system or equipment (herein after called "product") manufactured, sold or supplied by JSGNZ, is of good workmanship and is free of material defect.

This warranty is extended by JSGNZ to the original purchaser of the products only (RENTAL USE OF INDIVIDUAL PRODUCTS EXCLUDED); there shall be no third-party beneficiary to this warranty.

Standard Warranty

Individual product will be warranted for a one (1) year period following the date of invoice, provided that:

- The product is installed and operated in accordance with JSGNZ & \or manufacturer's manuals\instructions as provided by JSGNZ.
- The product is commissioned by JSGNZ qualified and trained personnel.
- The product is used under operating conditions for which it is designed.
- The product is not subject to misuse, abuse, overload, negligence, accident, abrasion or in a corrosive environment.
- The product is not repaired or altered by anyone who is not authorised & trained by JSGNZ to repair or alter product.
- The product receives proper care, protection and maintenance under the supervision of qualified personnel.
- Any competitive product supplied in the engineered system does not cause any JSGNZ supplied product within the same engineered system to fail.

The above warranties apply only to product specified, approved, installed & operated according to the recommendations of JSGNZ.

JSGNZ products come with guarantees that cannot be excluded under the Australia Consumer Law, thus the purchaser is entitled to a repair or refund for a major failure if due to or determined to be a manufacturing fault. You are entitled to have the products repaired, replaced or refunded if they fail to be of an acceptable quality and the failure does not amount to a major failure.

If the product is deemed to be defective during the warranty period, it will be repaired or replaced without charge or credit issued, following examination by JSGNZ. The decision as to whether to repair, replace or credit the product will be at the sole discretion of JSGNZ.

To obtain repair or replacement, JSGNZ must be notified in writing within 48 hours of any claimed defects. A report MUST be filed on the JSGNZ Online Warranty Request page. For prompt assessment, full detail & pictures to be forwarded with the request form. JSGNZ reserves the right to request additional information and documentation in connection with any Warranty Request. JSGNZ may, in its sole and exclusive discretion, determine whether to issue the Return Authority (RA) for the return of the product, following information submitted in the Warranty Request form. No product may be returned to JSGNZ without a Return Authorisation. The product is to be shipped "transport prepaid" (FOLLOWING CONFIRMATION WITH JSGNZ WARRANTY OFFICER) to JSGNZ within fourteen (14) days of submitting of the request for return by JSGNZ.

If JSGNZ requests the return of the product, the RA number must be included on the return shipping label and with the returned product. JSGNZ reserves the right to reject product returned without the correct RA number; JSGNZ will not be liable for ANY product returned without appropriate RA.

JSGNZ has provision for labour charges. Labour hours will only be charged out at the allowable hours outlined in "Claimable Labour Charges" or pre-approved by the Engineering Manager. For products that do not fit into the "Claimable Labour Charges" schedule, product replacement applies. Claimable travel distance & cents\kilometre rate must have the prior approval from the National Sales Manager/Country Manager. No retrospective claims for additional labour or travel will be approved.

In no event shall JSGNZ be liable for any loss of profit, interruption of business, incidental or consequential damages. The liability of JSGNZ on any claim for loss or damage arising out of the sale, resale, or use of any product or other related equipment shall in no event exceed the purchase price.

Further JSGNZ will not be liable for losses, delays or any other cost or expense directly or indirectly arising from the use of products. JSGNZ reserve the right to approve or deny reimbursement for any labour costs incurred in removal of faulty or re-installation of repaired or replaced goods. The maximum labour rate claimable is outlined in the Warranty Request form and is applicable at the time of lodgment. Final determination of the hours claimable to perform the warranty work is at the discretion of JSGIS General Manager.

A Platform Partner may not reduce, eliminate or modify the above warranty in any way. Any extension of warranty offered by the Platform Partner shall be at the Platform Partner's sole cost and liability.

If a Platform Partner causes an engineered system to fail in any way as a result of poor workmanship or incorrect installation, then they are liable for the cost of repairing it back to its operational state.