



STANDARD WARRANTY

The Details

Item Number	Reference	Details
1 Product Warranted	Clause 1.2	Product Name/Description: _____ Product Serial Number: _____
2 Customer Details	Clause 1.3	CUSTOMER DETAILS Name: _____ ACN (if company): _____ Mobile: _____ Street Address: _____ Email: _____
3 Start Of Warranty	Clause 2.1	Date of Supply: _____ (If applicable) Odometer reading at Date of Supply: _____
4 Warranty Period	Clause 2.3	_____ months from date of supply OR _____ kilometres odometer reading OR _____ hours from date of supply.
5 Extended Warranty	Clause 3.3	Extended Warranty Period _____ (From the end of the Warranty Period)
6 Extended Warranty Fee	Clause 3.4	A Single, Lump sum payment of \$ _____ plus GST.

LEAM TRADING PTY LTD T/AS FABRE AUSTRALIA (ABN 56 925 295 919) (FABRE) WARRANTY TERMS AND CONDITIONS

1. Warranty Coverage

- 1.1 Subject to the terms and conditions below, Fabre warrants that products manufactured imported, sold, distributed and repackaged; together with carburettor's rebuilt, refurbished and remanufactured by it ("Products") shall be free from defects in material and/or workmanship for the applicable Warranty Period.
- 1.2 The Warranty only applies to the Products as specified at Item 1 of The Details.
- 1.3 Your details are at Item 2 of The Details.
- 1.4 The Warranty does not cover the following:
- (a) Your tax obligations;
 - (b) The cost of labour for installation of replacement parts;
 - (c) Any defects to the vehicles to which the Fabre Product is attached/fitted;
 - (d) The costs of a third party repairer or third party supplier;
 - (e) Consequential loss, including but not limited to any of the following:
 - (i) Shipping charges for replacement parts;
 - (ii) Transportation costs to bring the Products to Fabre premises;
 - (iii) Travel to and from repair sites;
 - (iv) Damages related to loss of use;
 - (v) Demurrage expenses; and/or
 - (vi) Damages to property or other equipment including crops and public or private roads.

2. Warranty Period

- 2.1 The Warranty Period commences from the Date of Supply of the Products to you.
- 2.2 The Date of Supply means the date in Item 3 of The Details.
- 2.3 This Warranty terminates at the expiration of the period stipulated at Item 4 of The Details.
- 2.4 Any Warranty claims made pursuant to Clause 4 of this Warranty must be received by Fabre within the Warranty Period whichever is the earliest.

3. Extended Warranty

- 3.1 In addition to the Warranty Period referred to at Clause 2, you may purchase at the Extended Warranty Purchase Price an Extended Warranty.
- 3.2 Fabre may agree to provide you with an Extended Warranty at any time in its absolute discretion.
- 3.3 The Extended Warranty period is defined at Item 5 of The Details.
- 3.4 The Extended Warranty Purchase Price is defined at Item 6 of The Details.

4. How to make a Warranty claim

- 4.1 All claims made under this Warranty must be made:
- (a) in writing in the form which is Annexed to this Warranty as Annexure B;
 - (b) sent by post (faxed and/or emailed Warranty claims will not be accepted); and
 - (c) be sent as soon as practicable.
- 4.2 Fabre may refuse in its absolute discretion to accept any Warranty claims which are not made in accordance with these Terms and Conditions.

5. Fabre's Warranty Obligations

- 5.1 Fabre must respond to your Warranty claim within a reasonable time.
- 5.2 Fabre may in its absolute discretion inspect the Products for the purposes of identifying the cause of the defect complained about in a Warranty claim.
- 5.3 Your exclusive remedies under this Warranty during the Warranty Period shall be, at Fabre's sole discretion:
- (a) Repair; or
 - (b) Replacement; or
 - (c) Payment of credit for the original purchase price of the Products.

6. Costs of Warranty claim

- 6.1 If Fabre requests to inspect the Product for the purposes of your Warranty claim, you must deliver the Product to the Fabre premises at your own cost.



6.2 Subject to Clause 6.3, Fabre may in its absolute discretion require you to pay its costs of labour and any parts related to an inspection by Fabre of your Products which was undertaken as a result of your Warranty claim.

6.3 If Fabre inspects the Products pursuant to your Warranty claim and discovers a defect which is covered under this Warranty, Fabre will not charge you the costs of that inspection.

7. Your Servicing and Repair requirements

7.1 You must regularly inspect and service the Products at your own cost in accordance with the recommendations in the Fabre maintenance guidelines.

7.2 It is your responsibility to carry out maintenance and repairs and use genuine Fabre replacement parts.

8. Your Reporting Requirements

8.1 If you observe in the Product any of the following, you must advise Fabre as soon as practicable:

- (a) any leakage of water or other liquid;
- (b) any rusting whatsoever;
- (c) any cracks or dryness, or perishing of washers or rubber or similar components and gaskets;
- (d) any reduced water/coolant system pressure; pressure while spraying apart from that caused by gravity; and/or
- (e) any reduction or inconsistency in oil pressure; and
- (f) any reduced performance.

9. Conduct which voids this Warranty

9.1 This Warranty shall not apply if any fault, flaw or deficiency has been caused by (whether partially or fully) or arises from any of the following:

- (a) product operator negligence or misconduct;
- (b) casualty or accident to the Products;
- (c) product used in race, competition, modification or off-highway;
- (d) use and/or operation of the products inconsistent with Fabre's manufacturer's training and/or operation manuals or

equivalent as published and/or advised from time to time;

- (e) use and/or operation of the Products exceeding Fabre's ratings for the Products including misuse and/or abuse whether intentional or unintentional;
- (f) maintenance, catalogue, service and/or repair of the Products inconsistent with Fabre's manufacturer's recommended service and maintenance schedules and operations manuals or equivalent as published and/or advised from time to time;
- (g) improper installation of Product (other than by Fabre) which is materially inconsistent with Fabre's manufacturer's specifications;
- (h) unauthorised modifications or alterations you have made to the Products;
- (i) transportation damage;
- (j) fair wear and tear;
- (k) continual use of the product after signs of faulty or damaged product pursuant to Clause 8.1;
- (l) product that have had their name, manufacturing number or trade mark removed;
- (m) abuse and/or misuse of product including but not limited to:
 - (i) use of the Product for a purpose which was not the intended purpose you disclosed to Fabre at the time of supply;
 - (ii) operation of product with unsuitable or inadequate lubricant or coolant;
 - (iii) use of water spray components above the recommended speed and/or velocity;
 - (iv) filling tank or spraying of liquids or substances which corrode the product or are otherwise not recommended by Fabre;
 - (v) over fuelling or under fuelling the tank;

- (vi) overloading the product; or
- (vii) excessive exposure to extreme weather;
- (n) acts of God (including natural disasters); and/or
- (o) any use of non-original manufacturer's parts or equipment



10. Transfer of Warranty

- 10.1 This Warranty and Extended Warranty transfers automatically with the ownership of the Products.
- 10.2 The Terms and Conditions of this Warranty apply without alteration to any successor in title to the Products.

11. Fabre contact details

Postal address: The DirectorsThe Warranty Officer, Fabre Australia (ABN 6 925 295 919)
4 Frazer Street, Lakemba NSW 2195

Telephone (02) 9758 1966

Email info@fabre.com.au

12. Australian Consumer Law Statement

Our goods come with guarantees which cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. 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.

13. General

- 13.1 The benefits to you which arise out of this Warranty are in addition to your other rights and remedies which you have at law in relation to the Products.
- 13.2 Entire Agreement
 - (a) The only enforceable rights, obligations and liabilities of the parties in relation to the subject matter herein are those that arise out of the provisions contained in this Warranty.

- (b) All representations, communications and prior agreements in relation to the subject matter herein are merged in and superseded by this Warranty.

13.3 Liability of Parties

- (a) If two or more parties are included within the same defined term in this Warranty:
 - (i) A liability of those persons under this Warranty is a joint liability of all of them and a several liability of each of them;
 - (ii) A right given to those parties under this Warranty is a right given severally to each of them; and
 - (iii) A representation, warranty or undertaking made by each of them is made by each of them in respect of itself/himself/herself.

13.4 Variation

An amendment or variation to this Warranty is not effective unless it is in writing and signed by all of the Parties.

13.5 Waiver

- (a) The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right, subject to Clause 13.10..

- (b) A power or right may only be waived in writing signed by the Party to be bound by the waiver.

13.6 Governing law and jurisdiction

- (a) The law of New South Wales governs this Warranty.
- (b) The parties submit to the exclusive jurisdiction of the Courts of New South Wales and of the Commonwealth of Australia.

13.7 Further assurance and good faith

- (a) Each party must promptly at its own cost do all things (including but not limited to executing all documents) necessary or desirable to give full effect to this Warranty.
- (b) Each Party must act in good faith, honestly and reasonably in the performance of its obligations under this Warranty with the object of achieving the commercial efficacy intended under this Warranty.

13.8 Interpretation of this Warranty

Fabre Australia Warranty Terms and Conditions

The legal doctrine that a construction less favourable to the person putting forward this instrument should be adopted against it shall not apply to this Deed.

13.9 Severability

Any provision of this Deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable and if it is otherwise

capable of being severed to the extent of the invalidity or unenforceability without affecting the validity or enforceability of any provision in any other jurisdiction then it may be severed.

13.10 Time is of the essence

Time is of the essence in this document in respect of any obligation to bring any Warranty claim within the Warranty Period.





Annexure A

FABRE WARRANTY CLAIM FORM

To: The Directors, Fabre Australia Pty Ltd, (ABN 6 925 295 919) 4 Frazer Street, Lakemba NSW 2195

YOUR DETAILS

Company / Individual Name

Contact Person

Postal Address

Street Address

Telephone Number

Email Address

PRODUCT INFORMATION

Product Name

Product Serial Number

Date of Supply

Copy of Proof of Purchase? Yes No (Please Attach)

Date of failure

List complaint, cause and correction in detail with technical data for consideration

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Acknowledgement of receipt of Operations Manual / Maintenance

I _____ acknowledge receipt of an Operations Manual / Maintenance Schedule /
Other: _____ (please specify) for the Product.

Signed: _____

Dated: _____

Witnessed: _____

Witness Name: _____

PLEASE DETACH THIS PAGE FROM THE WARRANTY DOCUMENT AND RETURN ORIGINAL TO FABRE AUSTRALIA

