



SHINGLEBACK RACK STRUCTURAL WARRANTY TERMS AND CONDITIONS

Please read the following document carefully.

This document describes what is included in the New Product Warranty, and what is not covered by the New Product Warranty. By purchasing from us, you agree to the terms and conditions of this Warranty.

1. General

1.1. Shingleback Off Road Pty Ltd (ACN 633 831 393) ('Shingleback') gives this New Product Warranty ('Warranty') in relation to its vertical bike rack, trolley stand, swing arm and floor stand products ('Product(s)').

1.2. Product(s) purchased from Shingleback are warranted by us to be free from defects for the duration of this Warranty period subject to these terms and conditions ('Terms').

1.3. The benefits provided by this Warranty are in addition to other rights and remedies available to you under the Australian Consumer Law ('ACL').

1.4. Any reference herein to "we", "our", or "us" means Shingleback. Any reference to "you" or "your" means you, as the original consumer purchaser ('Customer').

2. Limited Warranty

2.1. Shingleback warrants to the Customer that the Product(s) supplied by Shingleback will be free from manufacturing defects, and under normal use when reasonable care and maintenance is applied, within the Warranty periods set out in these Terms.

2.2. This Warranty is limited to the first purchaser and it is not transferable on the sale or other disposition of the Product(s).

2.3. The liability of Shingleback under this Warranty is limited to the repair or replacement the Product(s) or defective part of the Product(s) or the cost of such repair or replacement in the discretion of Shingleback.

2.4. To the fullest extent permissible at law, Shingleback's liability for incidental and consequential damages resulting from the operation, maintenance, or use of your Product(s) is expressly excluded.

3. Warranty Coverage and Warranty Period

3.1 Items manufactured by Shingleback that comprise the structural components of the Product(s) are covered by this Warranty for a period of ten (10) years from delivery of the product(s), subject to, but not limited to, the following specifications and/or exceptions:

(a) the welded and steel structure of Product(s) are covered by a ten (10) Year warranty;

(b) all other components and parts of the Product(s), excluding the items in 3.1(a), are covered by a three (3) month warranty;

(c) Warranty for Product(s) being used commercially or 'off-road' is limited to a two (2) Year Warranty;

(e) Warranty for Product(s) used in a hire application is limited to a one (1) year warranty.

3.2. Unless otherwise specified, the warranties in this Warranty commence on the day you receive the new Shingleback Product(s).

4. How you can make a claim

4.1. Any claim in relation to a Warranty should be referred to an authorised Shingleback employee. All warranty defects must be reported to an authorised Shingleback employee as soon as possible and within a reasonable timeframe.

(b) In order to make a claim under this Warranty, a consumer must, at its own cost present the Product(s) to an authorised Shingleback dealer; and collect the Product(s) at their expense once notified that it is ready for collection. If an authorised dealer is not reasonably available, Shingleback may at its



discretion allow the Product(s) to be presented at an alternative location.

A list of all authorised Shingleback Stockists and their location and contact details may be found at Shinglebackoffroad.com.au/stockists

(b) To make a Warranty claim during the warranty period, you must:

- validate ownership details;
- provide proof of purchase to an authorised Shingleback employee showing the date of purchase of the Product(s); and
- provide a full description of the defect whether material, workmanship or structural integrity and whether it's for a major or a minor component of the Product(s).

(c) Shingleback reserves the right to inspect and test defective part(s) that are the subject of any claim under this Warranty.

(d) The servicing or repair of your Products(s) by third parties that are not authorised by Shingleback will not void your warranties. However, to the extent that any problem arises due to any third-party servicing or repairs, Shingleback reserves the right to request additional information about the work and servicing performed on your Product(s). Shingleback will not be liable for damages, defect or failure caused by having Product(s) serviced or repaired by third parties that are not authorised by Shingleback.

(e) Shingleback reserve the right to, at their discretion, deny or cancel all or a portion of the reimbursement and/or warranties given under this Warranty, in the event that your present incomplete, insufficient, false and/or fraudulent claims and/or documents in relation to this Warranty.

4.2 To honour a valid claim made under this Warranty, we will either repair or replace the Product(s) within the applicable warranty period free-of-charge or authorise the

Product(s) to be replaced or repaired free-of-charge. Unless required by law, our maximum liability extends to the repair or replacement of the defective Product(s), or at our sole discretion, a full refund up to the maximum purchase price.

4.3 This Warranty does not provide for reimbursement or payment of incidental expenses or consequential damages.

5. Warranty Exclusions

5.1. The scope of this Warranty is expressly limited to items constructed by Shingleback.

5.2. Claims that do not fall under the term "defects from manufacture" will not be covered by this Warranty. Claims that will not be covered include, but are not limited to, claims in relation to:

(a) Product Care - Failure to maintain and care for your Product(s), including the powder coating in accordance with Shingleback recommendations. Improper maintenance, such as use of incorrect cleaning agents.

(b) Damage - Any defects resulting from an accident, impact, fire, improper repairs or illegal use or malicious or accidental damage to your Product(s) (including damage by a third person).

(c) Instructions - Defects where you have not used the Product(s) in accordance with the operating instructions or design specifications.

(d) Misuse - Any defects resulting from operator negligence, misuse or abuse, loading beyond specified load and capacity, use in off road condition beyond the designed or intended use of the Product(s).

(e) Modifications - Any modifications, dismantling or other alterations that have not been approved by Shingleback. Any defect caused by changes to original equipment and the fitment of non-approved parts or accessories.



(f) Overloading - Any defects resulting from Product(s) being subjected to overloading, for any period of time.

(g) Reporting and repairs – Failure to report warranty defects in a reasonable time and/or have defects repaired in a reasonable time. Failure to have to Product(s) repaired in a reasonable time in accordance with the manufacture’s recommendations following an accident or other damages within a reasonable time after the defects became known or suspected.

(h) Rust and powder coat - This Warranty does not cover the cosmetic appearance of your Product(s) and excludes deterioration due to rust or the fading of any painted or other types of surfaces.

(i) Consumables – Stickers, bungee cord loops, buttons, handles, plastic caps.

6. Guarantees under the Australian Consumer Law

6.1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

6.6 This document should not be read as excluding, restricting or modifying your rights and remedies under the ACL.

7. Keeping your details up to date

7.1. The Australian Government requires manufacturers to be able to contact the current product owner if any recall or service campaigns become necessary. Should you change your address or sell your product, please email contact@shinglebackoffroad.com.au or call us on 0400918812 between 9.00am and 5:00pm Monday to Friday (AEST) to update your ownership details.

8. Privacy

8.1. By accepting Terms set out in this Warranty, you agree to your personal information being used and disclosed for the

purpose of providing warranty services, and for the purpose of providing information about other products offered by Shingleback and its related companies.

8.2. For further information, please see our privacy policy available on request or at shinglebackoffroad.com.au

9. Laws and Jurisdiction

9.1. These terms and conditions are governed by and construed in accordance with the laws of the State of Victoria.

10. Our Contact Information

For the purpose of this warranty, we can be contacted as follows:

Shingleback Off Road Pty Ltd
PO Box 475 Beechworth VIC 3747
Phone number: 0400918812
Email address:
contact@shinglebackoffroad.com.au