



PRO SHUTTLE TRAILER STRUCTURAL WARRANTY TERMS AND CONDITIONS

Please read the following document carefully.

This document describes what is included in the Warranty for Shingleback Pro Shuttle Trailers (Warranty), and what is not covered by the 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 warranty in relation to its Pro Shuttle Trailers ('Trailers').

1.2. Trailers 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 Trailer 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 Trailer.

2.3. The liability of Shingleback under this Warranty is limited to the repair or replacement the Trailer or defective part of the Trailer 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 Trailer is expressly excluded.

3. Warranty Coverage and Warranty Period

3.1 Subject to the exceptions in 3.2, all components of the Trailer, including the welded steel chassis structure; fixed components including shock absorbers, brakes and electrical are covered by this Warranty for a period of two (2) years from delivery of the Trailer.

3.2 The following exceptions apply to the Warranty period set out in 3.1:

a. The Warranty for trailers used in a hire application is limited to a One (1) Year Warranty;

b. Shingleback genuine parts and accessories are covered by a Two (2) Year Warranty as follows:

(i) on your new Trailer, at the time the Shingleback genuine part and/or accessory was delivered to you – Two (2) years from the date of delivery.

(ii) after your new Shingleback Trailer has been received by you – Two (2) years from the date of purchase; and

c. tyres are not covered by the Warranty notwithstanding the manufacturer's warranty against faulty manufacture.

3.3 Unless otherwise specified, the warranties in this Warranty commence on the day you receive the new Shingleback Trailer.

4. How you can make a claim

4.1. Any claim 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 after consultation with Shingleback, present the Trailer to an authorised Shingleback repairer; and collect the Trailer at their expense once notified that it is ready for collection. If no authorised repairer is reasonably available, Shingleback may agree at its discretion an alternative location for the Trailer to be presented.

(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 Trailer; 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 Trailer.

(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 Trailer 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 Trailer. Shingleback will not be liable for damages, defect or failure caused by having the Trailer 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 Trailer within the applicable warranty period free-of-charge or authorise the Trailer to be replaced or repaired free-of-charge. Unless required by law, our maximum liability extends to the repair or replacement of the defective Trailer, 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) Trailer Care - Failure to maintain and care for your Trailer, 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 Trailer (including damage by a third person).

(c) Instructions - Defects where you have not used the Trailer 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 Trailer.

(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 Trailer 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 Trailer 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 paint - This Warranty does not cover the cosmetic appearance of your Trailer and excludes deterioration due to rust or the fading of any painted or other types of surfaces.

(i) Tyres - Tyres may be covered by manufacturer warranties via tyre suppliers. Your authorised Shingleback repairer may be able to assist you with claiming this warranty from the supplier if a tyre is found to be defective within the New Trailer Warranty period, it will be assessed on the nature of the defect and the percentage of wear incurred. Where tyres are covered by a warranty, the warranty will not be for a time period, rather it will be against faulty manufacture Trailer as defined under the Australian Consumer Law, you are entitled to a replacement or refund.

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 Trailer owner if any recall or service campaigns become necessary. Should you change your address or sell your Trailer, 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 trailers and 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