

SHINGLEBACK OFF ROAD
LIMITED WARRANTY AGAINST DEFECTS POLICY

This document sets out the limited warranty against defects provided by Shingleback Off Road Pty Ltd ACN 633 831 393 for the Shingleback products covered by this warranty.

In this warranty, Shingleback Off Road Pty Ltd is referred to as we, us or our.

A person who has purchased a Shingleback product covered by this warranty is referred to as you or your.

1 AUSTRALIAN CONSUMER LAW DISCLAIMER

- (a) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.
- (b) For major failures with goods, you are entitled to choose a replacement or refund. You may also be entitled to compensation for any other reasonably foreseeable loss or damage.
- (c) If a failure with goods does not amount to a major failure, you are entitled to have the failure rectified within a reasonable time. If this is not done, you are entitled to a refund for the goods.
- (d) This warranty is in addition to, and does not exclude, restrict or modify, any rights or remedies you may have under the Australian Consumer Law or any other law that cannot be excluded, restricted or modified.

2 INTENDED USE AND OFF-ROAD CONDITIONS

- (a) Our products are designed for real-world recreational use, including ordinary travel on sealed roads and formed dirt roads where the product is used within its specifications, load limits and intended design parameters.
- (b) This warranty does not cover defects, damage, deformation, fatigue, cracking or failure caused or contributed to by use outside the intended design parameters of the product, including extreme off-road use, excessive corrugations, rough fire trails, abnormal vibration, impact loading, overloading, twisting forces, additional restraining forces, commercial shuttle use, hire use, racing, modifications, or use with non-approved parts or accessories.
- (c) Use on unsealed roads, dirt roads, corrugated roads, fire trails or rough terrain may increase dynamic loading and stress on the product. Whether a warranty claim is accepted will depend on the nature of the product, how it was used, the conditions of use, the applicable specifications and whether the issue was caused by a defect in materials, workmanship or manufacture.

3 PRODUCTS COVERED BY THIS WARRANTY

- (a) This warranty applies to Shingleback products manufactured or supplied by us from time to time, including trailer products, trailer models, trailer parts and accessories, vertical bike racks, rack accessories, optional tow bar tubes, dual hitch products, dolly stands, floor stands, swing arms, genuine replacement parts and other Shingleback accessories (**Approved Products**).
- (b) Shingleback genuine trailer parts and accessories manufactured, supplied or approved by us and supplied with, or purchased for use with, an Approved Product are covered for defects in materials, workmanship or manufacture for two years from the date of delivery or purchase, as applicable. For clarity, this does not include third-party trailer hardware or components such as axles, springs, couplings, wheels, tyres, brakes, hubs, bearings or suspension components, except to the extent those items are manufactured, supplied or approved by us.

- (c) This warranty only applies to Approved Products that are supplied by us and used in accordance with our instructions, product specifications, load limits and intended design parameters.
- (d) This warranty does not apply to any third party product, part, accessory, extension, adaptor, component or modification that has not been manufactured, supplied or approved by us.
- (e) Where an Approved Product is used with a third party product, part, accessory, extension, adaptor, component or modification that has not been manufactured, supplied or approved by us, this warranty does not cover any defect, damage, deformation, fatigue, cracking, failure, loss or issue caused or contributed to by that third party product, part, accessory, extension, adaptor, component or modification.
- (f) Optional tow bar tubes and dual hitch products are accessories for the purposes of this warranty and are not welded or steel structural rack components.

4 **WHAT THE WARRANTY COVERS**

- (a) This warranty applies to defects in materials, workmanship or manufacture in the Approved Products during the applicable warranty period, subject to the exclusions in this warranty.
- (b) Subject to your rights under the Australian Consumer Law, this warranty only applies where the Approved Product has been used for its intended purpose, in accordance with our instructions, product specifications and any applicable load limits, and where reasonable care and maintenance has been applied.
- (c) For trailer frame and chassis components manufactured by us, this warranty covers the reasonable parts and labour required to remedy a defect covered by this warranty.
- (d) For welded or steel structural rack components manufactured by us, this warranty covers the reasonable parts and labour required to remedy a defect covered by this warranty during the applicable warranty period.
- (e) For trailer parts, rack parts, accessories, optional tow bar tubes, dual hitch products and non-structural components supplied by us, this warranty applies only for the warranty period stated in this warranty and does not extend the warranty period for any other part of the Approved Product.
- (f) This warranty does not cover defects, damage or failure caused or contributed to by an excluded cause, including any use, condition, modification, maintenance issue, third party product, third party part, third party accessory, third party extension, third party adaptor or other matter described in this warranty as being outside warranty coverage.

5 **WARRANTY PERIODS**

- (a) Subject to this warranty, trailer frame and chassis components manufactured by us are covered for defects in materials, workmanship or manufacture for two years from the date of delivery.
- (b) Shingleback genuine trailer parts and accessories supplied with, or purchased for use with, an Approved Product are covered for defects in materials, workmanship or manufacture for two years from the date of delivery or purchase, as applicable.
- (c) Welded or steel structural rack components manufactured by us are covered for defects in materials, workmanship or manufacture for 10 years from the date of delivery.
- (d) Rack parts, rack accessories, optional tow bar tubes, dual hitch products, dolly stands, floor stands, swing arms, genuine replacement parts and non-structural components supplied by us are covered for defects in materials, workmanship or manufacture for two years from the date of delivery or purchase, as applicable.
- (e) Optional tow bar tubes and dual hitch products are accessories for the purposes of this warranty and are not covered by the 10-year warranty for welded or steel structural rack components.

- (f) Consumables, wear items and low-wear replacement items, including stickers, bungee cord loops, buttons, bolts, handles, plastic caps and similar items, are not covered by this warranty except to the extent required by the Australian Consumer Law.
- (g) This warranty does not cover tyres, but tyres may be covered by a manufacturer's warranty or supplier warranty.
- (h) If an Approved Product is used for hire, commercial shuttle operations, racing, extreme off-road use or any other use outside its intended design parameters, the warranty may be reduced or excluded to the extent permitted by law, depending on the nature of the use and the cause of the defect, damage or failure.

6 HOW TO MAKE A CLAIM UNDER THIS WARRANTY

6.1 WARRANTY CLAIM

- (a) If you believe an Approved Product is faulty during the applicable warranty period, you must submit a warranty claim using our online warranty claim form as soon as reasonably possible after you become aware of the fault.
- (b) Your warranty claim must include:
 - (i) your name and contact details.
 - (ii) proof of purchase showing the date you purchased the Approved Product.
 - (iii) the model, serial number or other identifying details of the Approved Product, where applicable.
 - (iv) a clear description of the fault.
 - (v) photographs or videos showing the fault, where reasonably possible.
 - (vi) details of how the Approved Product has been used, maintained, stored, fitted and loaded.
 - (vii) details of any accident, impact, modification, repair, third party work or unusual use involving the Approved Product.
- (c) You must stop using the Approved Product as soon as you become aware of any suspected fault, defect, damage or failure, unless we tell you otherwise in writing.
- (d) We may require you to provide further information, photographs, videos, inspection access or other evidence reasonably needed to assess the claim.
- (e) If we determine that the Approved Product is faulty and covered by this warranty, we may provide one or more remedies, including repair, replacement, replacement parts, a refund, store credit, or another remedy required by the Australian Consumer Law, depending on the nature of the issue and your rights under the Australian Consumer Law.
- (f) If we determine that the Approved Product is not faulty, is not covered by this warranty, or is faulty because of an excluded cause, we may refuse the warranty claim, subject to your rights under the Australian Consumer Law.

6.2 EXPENSES RELATED TO CLAIMS AND REPAIRS

- (a) If we accept your warranty claim, we will be responsible for reasonable freight, inspection and return costs that we approve in advance and that are reasonably necessary to provide the warranty remedy.
- (b) If we do not accept your warranty claim, or if the Approved Product is not covered by this warranty, you will be responsible for any freight, inspection, repair, return, reinstallation, travel or other costs associated with the claim, unless we agree otherwise or the Australian Consumer Law requires otherwise.
- (c) You must not incur freight, travel, repair, inspection, reinstallation or other claim-related costs on our behalf unless we have approved those costs in writing before they are incurred.

- (d) We are not responsible for any costs that are unnecessary, unreasonable, not approved by us in advance, or caused by your failure to follow our reasonable claim instructions, subject to your rights under the Australian Consumer Law.

7 NO OTHER WARRANTIES

- (a) To the maximum extent permitted by law, and subject to your rights under the Australian Consumer Law, all express or implied warranties, guarantees, representations and conditions relating to the Approved Products are excluded unless they are expressly set out in this warranty, our Sale of Goods Terms and Conditions or another written warranty document issued by us.
- (b) Nothing in this warranty excludes, restricts or modifies any consumer guarantee, right or remedy that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

8 LIABILITY

- (a) To the maximum extent permitted by law, and subject to your rights under the Australian Consumer Law, we are not liable for any loss, damage, cost or expense arising from or in connection with a warranty claim, except to the extent that the loss, damage, cost or expense is caused by our breach of this warranty, our negligence, or a failure to comply with a guarantee, right or remedy that cannot be excluded under the Australian Consumer Law.
- (b) To the maximum extent permitted by law, we are not liable for any indirect, consequential or special loss, loss of profit, loss of revenue, loss of opportunity, loss of use, loss of enjoyment, loss of goodwill, or loss arising from delay, inconvenience, product downtime, trailer downtime, substitute transport, substitute equipment or third party charges.
- (c) Nothing in this warranty excludes, restricts or modifies any liability that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

9 JURISDICTION

This warranty document is governed by the laws of Victoria, Australia.