



Product Warranty

This warranty applies to goods TMC Australia Pty Ltd (**we, us or our**) sells to you in accordance with our terms and conditions (**Goods**).

Goods supplied and manufactured by us shall be free from defects in materials and workmanship and material for a period of 1 year from the date of delivery of the Goods to you, or, if the Good or component of a Good is listed in the Warranty Schedule (at the end of this document), the warranty period that applies to that Good or component (**Warranty Period**).

In order to make a claim under this warranty, you must:

- (a) notify us within the Warranty Period of any Goods that you believe may contain a defect. Provided you have given prior notice to us in accordance with this warranty, you must return those Goods to us at your expense;
- (b) provide any information requested by us in relation the Goods, installation or maintenance of the Goods; and
- (c) allow us or our employees or agents to inspect the Goods (on request).

You must notify us of Goods you believe contain a defect by sending claims to:

TMC Australia Pty Ltd
 78 Star Crescent,
 Hallam, VIC 3803
 (03) 8786 3688
 info@tmcaus.com.au

We will conduct testing to verify whether returned Goods have a defect. Goods will be considered free from defects if they are manufactured or supplied to and in accordance with any specifications provided by you. If we determine Goods are defective, we will, at our option, repair or replace those defective Goods and will deliver, at our cost, the repaired or replaced Goods to you.

This warranty does not apply in circumstances where:

- (a) the Goods are not defective;
- (b) the Goods were used for a purpose other than for which they were intended;
- (c) the Goods were repaired, modified or altered by any person other than us;
- (d) the defect has arisen due to misuse, neglect, accident or incorrect installation or use of the Goods;
- (e) the Goods have not been stored or maintained as recommended by us;
- (f) defects result from our compliance with specifications provided by you;
- (g) damage is caused by faulty or inappropriate materials that were required to be used in the Goods by specifications provided by you, even though such materials may have been used in conjunction with components sourced by us that are not detailed in such specifications;
- (h) Goods that are not satisfactorily maintained, serviced and cleaned, and/or where you did not follow the maintenance schedule provided by us;
- (i) the defect has arisen due to normal wear and tear on the Goods;
- (j) you are in breach of our terms and conditions that govern the sale of Goods; or
- (k) where the Goods are TMC E-Z Bright wheels, and the defect is merely aesthetic, such as cracks or chips to the TMC E-Z Bright wheels, where that aesthetic defect is caused by normal use of the TMC E-Z Bright wheels. Where the Goods are TMC E-Z Bright wheels, this warranty only extends to cover structural defects in the TMC E-Z Bright wheels.

Our liability under this warranty is limited to repairing or replacing any Goods that we accept are defective and covered by this warranty. Our liability does not extend to any indirect, special or consequential damages arising out of or in connection with the use or performance of the Goods or other damage with respect to any economic loss, loss of property, loss of revenue or profit, loss of enjoyment or use, cost of removal, installation or other consequential damage of any nature.

In relation to Goods supplied by us which are not manufactured by us, you will be entitled to the benefit of any warranty given by the original supplier of such Goods should they be found to be defective. In the case of any claim in relation to such Goods, we must be permitted by you to return those Goods to the original supplier for examination. Subject to any obligations imposed on us under the Australian Consumer Law that cannot be restricted, modified or excluded, we will not be under any obligation to provide replacement parts while the examination of the item is undertaken by the original supplier.

Any repair or replacement under this warranty does not extend the original warranty for the whole repaired or replaced Goods nor does it commence a new warranty period for parts used in the replaced or repaired Goods.

In a case where repairs are made, you acknowledge there may be small changes in colour or specification to the repaired Goods.

If you are a consumer as defined in the *Competition and Consumer Act 2010* (Cth):

- (a) the following statement applies, as required by that Act: Our goods come with guarantees that 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; and
- (b) the benefits provided by this warranty are in addition to other rights and remedies available to you under that Act and similar legislation.

Warranty Schedule

Good/component to which the warranty applies	Warranty Period The earlier of (from date of delivery):		
	1 Year or 250,000 km	2 Years or 500,000 km	3 Years or 1,000,000 km
TMC LM SERIES AIR SUSPENSION			
Pivot Bushes	Full Replacement	Replacement Part	Pro-rata Parts
Shock Absorbers	Replacement Part	Nil	Nil
Air Bags	Replacement Part	Nil	Nil
Structural	Full Replacement	Full Replacement	Full Replacement
TMC TRAILER AXLES			
Beam & Spindles	Full Replacement	Full Replacement	Full Replacement
Bearings	Full Replacement	Nil	Nil
Seals	Full Replacement	Nil	Nil
Brake Hardware	Full Replacement	Nil	Nil
Hub/Drum	Full Replacement	Nil	Nil
Unitised Bearing	Full Replacement	Replacement Part	Pro-rata Parts
Conmet PreSet	Full Replacement	Replacement Part	Pro-rata Parts
TMC MECHANICAL SUSPENSIONS			
Cast Steel Components	Full Replacement	Replacement Part	Pro-rata Parts
Rubber bushes	Full Replacement	Nil	Nil