

NEW TRAILER STRUCTURAL WARRANTY TERMS AND CONDITIONS

Please read the following document carefully. This document describes what is included in the New Trailer Warranty, what is not covered by the warranty (either by reference to types of claims or the period of time during which an issue may arise) and the consumer's rights which apply under the Australian Consumer Law. Please read all the information carefully. By purchasing from us, you agree to the terms and conditions of this warranty.

1. General

- 1.1. Trailmaster Industries Australia Pty Ltd (ACN 629 114 781) ('**Trailmaster**') gives this warranty in relation to its Trailers ('**New Trailer Warranty**').
- 1.2. Trailers purchased from Trailmaster are warranted by us to be free from defects for the duration of the warranty period subject to these terms and conditions ('**Terms**').
- 1.3. The benefits provided to you by this warranty are in addition to other rights and remedies available to you under the law in relation to the supply of trailers. Our Trailers come with guarantees that cannot be excluded under the Australian Consumer Law ('**ACL**').
- 1.4. Any reference herein to "we", "our", or "us" means Trailmaster Industries Australia Pty Ltd (ACN 629 114 781). Any reference to "you" or "your" means you, as our customer ('**Customer**').

2. Limited Warranty

- 2.1. Trailmaster warrants to the original consumer purchaser that the Trailer supplied by Trailmaster will be free from manufacturing defects, under normal use, with reasonable care and maintenance for the warranty period set out in these Terms.
- 2.2. The warranty is limited to the first purchaser and it is not transferable. If the Trailer is sold or otherwise disposed of by the first purchaser, all warranties become null and void. The original purchaser shall not be eligible to make a warranty claim on behalf of the new owner of the trailer.
- 2.3. The liability of Trailmaster under this New Trailer Warranty is limited to the repair or replacement of the Trailer or defective part of the trailer or the cost of such repair or replacement in the discretion of Trailmaster except as otherwise required by law.
- 2.4. To the fullest extent permissible at law, Trailmaster's liability for incidental and consequential damages, including, but not limited to, personal injury, physical damage, property damage, loss of use of your trailer, loss of time, loss of wages, towing expenses, inconvenience, legal costs or expenses and commercial loss resulting from the operation, maintenance, or use of your trailer is expressly excluded.

3. Warranty Coverage and Warranty Period

- 3.1 Items manufactured by Trailmaster that comprise the structural components of the Trailer are covered by the New Trailer Warranty for a period of five (5) years from delivery of the Trailer, subject to, but not limited to, the following specifications and/or exceptions:
 - (a) the Welded and galvanized steel chassis structure of the Trailer is covered by a Five (5) Year Warranty;

- (b) all other components and parts of the Trailer, excluding the items in 3.1(a), are covered by a Two (2) Year Warranty;
 - (c) fixed components including shock absorbers, brakes, electrical, tub and lid are all covered by a Two (2) Year On-Road Warranty;
 - (d) New Trailer Warranty for Trailers being used commercially or 'off-road' is limited to a Two (2) Year Warranty;
 - (e) New Trailer Warranty for trailers used in a hire application is limited to a One (1) Year Warranty;
 - (f) Trailmaster genuine parts and accessories are covered by a Two (2) Year Warranty:
 - (i) on your new Trailer vehicle at the time the Trailmaster genuine part and/or accessory was delivered to you – Two (2) years from the date of delivery.
 - (ii) after your new Trailmaster Trailer has been delivered to you – Two (2) years from the date of purchase; and
 - (g) tyres are not covered by the New Trailer Warranty notwithstanding the manufacturer's warranty against faulty manufacture.
- 3.2. Unless otherwise specified, the warranties in this New Trailer Warranty start on the day of delivery of your new Trailmaster Trailer. *An amended warranty period and start date may apply to a Demonstrator or Loan Trailer.* It is the responsibility of the Trailmaster Dealer to report the correct delivery date into Trailmaster systems.
- 3.3. Trailmaster makes no other express or implied warranties and there are no other warranties which extend the description of this limited warranty.
- 3.4 The warranty shall terminate and be of no further effect after the applicable time period has elapsed.

4. How you can make a claim

- 4.1. This warranty is non transferable and applies to the original purchaser only.
- 4.2. Any claim in relation to a warranty set out in this New Trailer Warranty should be referred to an authorised Trailmaster Dealer. All warranty defects must be reported to an authorised Trailmaster Dealer as soon as possible and within a suitable timeframe.
 - (a) In order to claim under these warranties, a consumer must, at its own cost, present the Trailer to an authorised Trailmaster Dealer and collect the trailer at their expense once notified by the Trailmaster Dealer that the trailer is ready for collection. A list of all authorised Trailmaster Dealers and their location and contact details may be found at trailmasterindustries.com.au/find-a-dealer/.
 - (b) You are responsible for maintaining all documentation required to produce a warranty claim for a Trailer. To make a warranty claim during the warranty period, you must validate ownership details, provide proof of purchase to an authorised Trailmaster Dealer showing the date of purchase of the Trailer, 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) Trailmaster reserves the right to inspect and test defective part(s) that are the subject of any claim under this New Trailer Warranty for the purpose of determining the extent of any defect and the validity of such claim.
 - (d) The servicing or repair of your trailer by third parties that are not authorised Trailmaster Dealers will not void your warranties, however, to the extent that any problem arises due to any third-party servicing or repairs, Trailmaster reserves the right to request additional information about the work and servicing performed on your Trailer. Trailmaster will not be liable for damages, defect or failure caused by having your Trailer serviced or repaired by third parties that are not authorised Trailmaster Dealers.
 - (e) Subject to applicable laws, Trailmaster reserves the right to deny or cancel all or a portion of the reimbursement and/or warranties given to you under this New Trailer Warranty, at any time, in its sole discretion, should you present incomplete, insufficient, false and/or fraudulent claims and/or documents in relation to your claims under this New Trailer Warranty.
- 4.2 To honour a valid claim made under the New Trailer Warranty, we will either repair or replace the Trailer within the applicable warranty period free-of-charge or authorise the Trailer 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 The New Trailer Warranty does not provide for reimbursement or payment of incidental expenses or consequential damages. Any transport, towing or other incidental costs including any applicable insurance are your responsibility.
- 4.4 The New Trailer Warranty is in addition to other rights and remedies which you have at law, including under the Australian Consumer Law (ACL). Your rights under the ACL are not affected by the expiry of any contractual warranty, including the New Trailer Warranty.

5. Warranty Exclusions

- 5.1. The scope of this warranty is expressly limited to items actually constructed by Trailmaster. Trailmaster makes no warranty with respect to any component parts constructed or assembled by other manufacturers. Such component parts may be warranted by their respective manufacturers and we will use reasonable efforts to pass on to you the benefit of any applicable third-party manufacturer warranties.
- 5.2. Where your claim does not fall under the term "defects from manufacture" it will not be covered by the New Trailer Warranty. This includes claims in relation to:

Trailer Care	Failure to maintain and care for your trailer including the paint and trim in accordance with Trailmaster recommendations, including improper maintenance such as use of incorrect cleaning agents.
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).

Force Majeure	Damage due to events out of our control including Force Majeure once you take delivery of the trailer.
Instructions	Defects where you have not used the trailer in accordance with the operating instructions or design specifications.
Misuse	Any defects resulting from operator negligence, misuse of abuse; loading and towing beyond specified load and capacity, driving the trailer in off road condition beyond the designed or intended use of the trailer or tampering or disconnection of electrics, loading corrosive substance or sharp objects into the tub.
Modifications	Any modifications, dismantling or other alterations that have not been approved by Trailmaster, and any defect caused by changes to original equipment and the fitment of non-approved parts or accessories.
Overloading	Any defects resulting from the trailer being subjected to overloading, even if the overloading is only momentary.
Reporting and repairs	Failure to report warranty defects within a timely manner and have them repaired quickly, or have the trailer repaired promptly in accordance with manufacturers recommendations following an accident or other damage or after a defect becomes known or suspected.
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.
Tyres	Tyres may be covered by manufacturer warranties via tyre suppliers. Your authorised Trailmaster Dealer 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.

6. Guarantees under the Australian Consumer Law

- 6.1. 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.
- 6.2. Trailmaster will process refunds in accordance with the Australian Consumer Law for major failures (**Major Failures**) and minor failures (**Minor Failures**).
- 6.3. For example, a Major Failure occurs where you would not have bought the Products if you had known about the defect, the Products are significantly different to what was described, the Products are substantially unfit for their usual purpose or a purpose made known to you or the Products are unsafe. For major failures or major problems with the

Products as defined under the Australian Consumer Law, you are entitled to a replacement or refund.

- 6.4 If the Products fail to be of acceptable quality, and the failure does not amount to a Major Failure. Minor Failure, we are entitled an opportunity to fix the minor problem as long as this is within a reasonable period of time. If we cannot fix the Minor Failure, you are entitled to cancel the contract with us and obtain a refund.
- 6.5 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 support@trailmasterindustries.com.au or call us on 1800 872 456 between 7:30am and 5:00pm Monday to Friday (AEST) to update your address.

8. Privacy

- 8.1. By accepting Terms set out in this New Trailer 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 Trailmaster and its related companies.
- 8.2. For further information, please see our privacy policy available on request or at trailmasterindustries.com.au/privacy-policy/.

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. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the State of Victoria and Courts of Appeal from them for determining any dispute concerning these terms and conditions.

10. Our Contact Information

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

Trailmaster Industries Pty Ltd
16 Murrell Street
Wangaratta VIC 3677

Phone number: 1800 872 456

Email address: support@trailmasterindustries.com.au

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