

HSP Warranty Policy

Important consumer information: HSP's 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 for 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.

This warranty is given by Hol Special Parts Pty Ltd ACN 125 071 454 of 40 Overseas Dr, Noble Park in the State of Victoria Tel: 1300 441 498, and is referred to as 'us', 'our' or 'HSP'. This warranty is between us and the customer who acquires our goods and/or services, who is referred to as "you" and "your".

The terms of this warranty form part of HSP's General Terms and Conditions Of Supply, available on our website www.hsputelids.com

1. What This Warranty Covers

- (a) Subject to the exclusions noted in clause 3, this warranty covers:
- (i) Roll R Cover for a period of two (2) years from the date of purchase
 - (ii) Roll R Cover Sports bar bracket for a period of one (1) year from the date of Purchase
 - (iii) Roll R Cover hardware (remote and receiver, interior lights if applicable) for a period of two (2) year from the date of purchase.
 - (iv) Seals, brackets and locking hardware for a period of one (1) year from the date of purchase
 - (v) TailLock for a period of one (1) year from the date of purchase

2. How to Make A Warranty Claim

- (a) All warranty claims must be made with us via email to info@hsputelids.com
- (b) A warranty claim must include the following particulars when emailed to us:
- (i) Proof of purchase in the form of a receipt or invoice issued by us. This is required to assist us verify that the goods were purchased from us, the date of purchase and that you are the original purchaser.
 - (ii) The serial number on the goods which you are making warranty claim for.
 - (iii) A clear and concise statement outlining the alleged defect with the goods
 - (iv) Several photos of the alleged defect.

Please note, that we require photos:

- A. to be clear so that we can identify any alleged defect
 - B. to be close ups and from a distance
 - C. of the entire good fitted and/or installed to vehicle
 - D. of the points of the vehicle the goods has been fitted and/or installed to
- (c) Once we have received your warranty claim, either one of our authorized dealers or us, will assess your claim and either:
- (i) Request that you ship/freight (with insurance) the good(s) back to a location (at your own cost) which either one of our authorized dealers or us, can further assess the good(s), before making a final decision to accept your claim. Please note that we reserve our right to charge you a reasonable 'testing fee' in assessing whether the good(s) are defective; or
 - (ii) at our absolute discretion determine whether we accept your claim.
- (d) If we accept your warranty claim, you must at your own cost, arrange for the good(s) to be returned to our warehouse located at 40 Overseas Dr, Noble Park in the State of Victoria. The good(s) when returned to:
- (i) Must be in the same condition as in the photos provided to us in your warranty claim; And Include all manuals, accessories and packaging
- (e) Subject to your compliance with clause 2(d), you will be entitled to choose a refund OR repair OR exchange OR credit, which you must notify us via email to info@hsputelids.com
- (f) If you choose an exchange or repair:
- (i) You acknowledge that we may repair any good(s) by using, at our discretion, parts and components which are of the same or similar quality, grade and make where we cannot source the original part or component.
 - (ii) You will be required to pay the costs of having the replacement or repaired good(s) being shipped/freighted (with insurance) back to you.

3. What This Warranty Doesn't Cover

To the extent permitted by law, this warranty does not cover:

- (a) Goods which are not owned by the original purchaser
- (b) Goods which we determine in accordance with clause 2(c) as not being defective
- (c) Defects to goods which are not our fault
- (d) Goods which have been tampered with and/or improperly modified, altered or repaired
- (e) Defects to goods which arise as a result of misuse, which is use that is other than its intended use that it was designed for
- (f) Defects to goods which are the result of:
 - (i) your negligence;
 - (ii) damaged caused as result of the goods:
 - A. being installed by an unauthorized installer; or
 - B. repaired by an unauthorized repairer.
 - (iii) lack of maintenance;

- (iv) exposure to extreme temperatures, elements (eg. Fire and hailstones), damaging chemicals and any other abnormal conditions;
- (v) wear and tear (eg. paint wearing as a result of the Roll R Cover touching the surface of your ute body/tub/tray). Paint wear to your ute tub is normal and is expected with the installation and the use of a lid, and is your responsibility. Precautions should be taken by the ute owner to prevent corrosion from wear and tear of paint;
- (vi) Paint damage for which HSP is not responsible for;
- (vii) Damaged caused by use in four wheel driving or vibrations from worn or altered UTE suspensions or sound equipment;
- (viii) Damage caused by use on corrugated roads, or on road conditions which are considered 'off road', 'outback roads', 'remote roads' or 'track roads', or have surface conditions that 'uneven' or 'poor in condition'.
- (ix) Damage caused by improper transportation of the goods; and
- (x) You installing or using non-genuine or non-approved parts.
- (xi) This Warranty will not apply if the defect or fault has been caused or contributed or been a result of your failure to properly:
 - A. use the *Goods* in accordance with the recommendations and instructions, and the capacity and operating limitations, specified on the sticker affixed to the *Goods* or specified by us or specified by any documentation we may provided you (including electronically) from time to time; or
 - B. care and maintain the Goods including (but not limited to) complying with the Care and Maintenance Instructions found on the sticker affixed to the Goods or described in the attachment to this Warranty, including any care and maintenance instructions specified in any documentation we may provided you (including electronically) from time to time.

4. Other Matters

- (a) We reserve our rights, at any time, to withdraw our acceptance of a warranty claim, in the event we are presented or come across new information in relation to your claim, which confirms in our reasonable belief, you are not eligible or entitled to a warranty claim.
- (b) If you wish to use your vehicle 'off road' or on 'corrugated roads', 'outback roads', 'remote roads' or 'track roads', or upon surface conditions that are 'uneven' or 'poor in condition', then you should seek expert advice to have any necessary modifications made to your vehicle or the product (eg. strengthening) to avoid damage, however, in these circumstances, (to the extent permitted by law) this warranty will not cover you if you make any modifications and/or if any damage is caused from your use of your vehicle on the above listed road types and surface conditions.

THIS SECTION MUST BE COMPLETED BY AN *AUTHORISED INSTALLER* AT TIME OF INSTALLATION.
INSTALLATION BY UNAUTHORISED INSTALLER WILL VOID THIS WARRANTY.

VEHICLE MODEL: _____

VEHICLE REGO: _____

DATE OF PURCHASE ____/____/____

SOLD BY (RESELLER COMPANY NAME): _____

NAME OF *AUTHORISED INSTALLER*: _____

Roll R Cover SERIAL NUMBER: _____

VEHICLE MILEAGE: _____ km

DATE OF Installation ____/____/____

SIGNATURE OF *AUTHORISED INSTALLER*: _____

NAME OF CUSTOMER: _____

SIGNATURE OF CUSTOMER: _____