

## 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, 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, which is available on our website [www.hsputelids.com](http://www.hsputelids.com)

### 1. What This Warranty Covers

- (a) Subject to the exclusions noted in clause 3, this warranty covers:
- (i) Premium Fiberglass ute lids for a period of three (3) years from the date of purchase
  - (ii) Silverback Fiberglass ute lids for a period of one (3) year from the date of purchase
  - (iii) Gas struts for a period of one (1) year from the date of purchase
  - (iv) Ute lid hardware (remote keyless entry and interior lights if applicable) for a period of one (1) year from the date of purchase.
  - (v) Seals, brackets and locking hardware 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 [warranty@hsputelids.com](mailto:warranty@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 is sue 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 the 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 authorised 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 authorised 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
  - (ii) Include all manuals, accessories and packaging
- (e) Subject to your compliance with clause 1(d), you will be entitled to first claim a repair and if we can not repair it, you are then entitled to choose a replacement or refund or credit, which you must notify us via email to [warranty@hsputelids.com](mailto:warranty@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

This warranty does not cover:

- (a) Goods which are not owned by the original purchaser
- (b) Goods which we determine in accordance with clause 1(c) as not being defective
- (c) Defects to goods which are not the fault of HSP
- (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 unauthorised installer; or
    - B. repaired by an unauthorised 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 ute lid 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 are not responsible for;
  - (vii) stress cracks in the fiberglass body that is caused from your misuse, abuse, collision, impact or competitive racing. If a stress crack occurs it should be repaired without delay to prevent further damage;
  - (viii) Note: A stress crack caused by impact from the inside of the ute lid has the appearance of a "star" on the outside surface. A stress crack caused by impact to the outside of the ute lid will cause circular stress cracks. Both stress cracks radiate from a centre point(s) of impact. Impact cracks are usually on the sidewalls of the body. A mark may or may not be visible at the point of impact;
  - (ix) Damaged caused by use in four wheel driving or vibrations from worn or altered UTE suspensions or sound equipment;
  - (x) Damage caused by improper transportation of the goods; and
  - (xi) You installing or using non-genuine or non-approved parts.
  - (xii) Your loading of weight on the unit above our recommended manufacturers weight rating.

### 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.