

## HSP - WARRANTY STATEMENT

**Important consumer information:** HSP's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

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

The terms of this warranty form part of HSP's General Terms and Conditions, which are available on our website [www.hsputelids.com](http://www.hsputelids.com)

### 1. What This Warranty Covers

Subject to the exclusions noted in clause 3, this warranty covers manufacturing defects in materials and workmanship for the following goods and warranty periods:

Roll R Cover Series 3	<ul style="list-style-type: none"><li>• 1 year with 2 additional years if you register the warranty.</li></ul>
Premium Lid	<ul style="list-style-type: none"><li>• 2 years on lid with additional 1 year if you register the warranty.</li><li>• 1 year on gas struts and locks.</li><li>• 2 years on optional LED light and Central locking kit.</li></ul>
Economy Lid	<ul style="list-style-type: none"><li>• 2 years on lid with 1 additional year if you register the warranty.</li><li>• 1 year on gas struts and locks.</li></ul>
Silverback	<ul style="list-style-type: none"><li>• 2 years on product with 1 additional year if you register the warranty.</li><li>• 1 year on gas struts and locks.</li></ul>
LoadSlide	<ul style="list-style-type: none"><li>• 1 year</li></ul>
Loadbar Load Rack Armour Bar	<ul style="list-style-type: none"><li>• 2 years</li></ul>
Tail Lock Tail Assist	<ul style="list-style-type: none"><li>• 1 year</li></ul>

### 2. How to Make A Warranty Claim

- All warranty claims must be made with us via email to [customersolutions@hsputelids.com](mailto:customersolutions@hsputelids.com) or via our website [www.hsputelids.com](http://www.hsputelids.com) within the warranty period applicable to the goods for which the claim is being made.
- A warranty claim must include the following particulars when provided to us:
  - a completed warranty claim form available on our website – [www.hsputelids.com/warranty](http://www.hsputelids.com/warranty);

- (ii) proof of purchase in the form of a receipt or invoice issued by us or the relevant authorised distributor the goods were purchased from. This is required to assist us to verify that the goods were purchased from HSP or an authorised distributor, as well as the date of purchase and that you are the original purchaser;
- (iii) if your goods contain a serial number, the serial number on the goods for which you are making warranty claim;
- (iv) a clear and concise statement outlining the alleged defect with the goods;
- (v) 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 taken from a close distance and also from afar;
  - C. of the entire goods fitted and/or installed to vehicle; and
  - 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) for assessment by us or our authorised dealer, before making a final decision to accept your claim. Please note that if we determine we are not at fault 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 Drive, Noble Park in the State of Victoria. You must verify this address with us in writing before returning any goods. The good(s) when returned must:
  - (i) 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 2(d), you will be entitled to first claim a repair if the defect does not amount to a major failure. If we cannot repair it, you are then entitled to choose a replacement or refund or credit, which you must notify us via email to [customersolutions@hsputelids.com](mailto:customersolutions@hsputelids.com).
- (f) If you choose a replacement or repair:
  - (i) you acknowledge that we may repair (at our cost) 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; and
  - (iii) any repair or replacement during a warranty period will not renew or extend the warranty specified in clause 1 from the original date of purchase.

### **3. What This Warranty Doesn't Cover**

This warranty does not cover:

- (a) Claims made outside the warranty period.
- (b) Goods which are not owned by the original purchaser.
- (c) Goods which we determine in accordance with clause 2(c) as not being defective.

- (d) Defects to goods which are not the fault of HSP.
- (e) Goods which have been tampered with and/or improperly modified, installed, altered or repaired.
- (f) 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.
- (g) Claims for any loss and damage caused by the incorrect installation of our goods or installation of our goods that is not in accordance with any requirements or recommendation of HSP or vehicle manufacturer.
- (h) Defects to goods which are the result of:
  - (i) your negligence;
  - (ii) damage 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) damage to items when goods have been stored away after receiving shipment for more than 48 hours.
  - (v) exposure to extreme temperatures, elements (e.g. fire and hailstones), damaging chemicals and any other abnormal conditions;
  - (vi) normal wear and tear (e.g. 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 when there is friction between two surfaces. This is the vehicle owner's responsibility to identify and promptly action to avoid additional wear and tear;
  - (vii) paint damage for which are not responsible for;
  - (viii) 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;
 

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) damage caused by use in four wheel driving or vibrations from worn or altered ute suspensions or sound equipment;
  - (x) damage or loss caused by transportation of the goods;
  - (xi) installation or use of non-genuine or non-approved parts;
  - (xii) loading of weight on the goods above our recommended manufacturers weight rating;
  - (xiii) an "Act of God" or an unpredictable event or an event outside HSP's reasonable control, including but not limited to extreme weather, natural disaster, war or industrial action or conflict;
  - (xiv) failure to:
    - A. properly use the goods in accordance with the recommendations and instructions, and the capacity and operating limitations, specified in any instructions provided with the goods or specified by us or specified by any documentation we may provide you (including electronically) from time to time; or
    - B. properly care and maintain the goods including (but not limited to) complying with the Care and Maintenance Instructions found in any instructions provided with the goods or described in the attachment to this Warranty Statement, including any care and maintenance instructions specified in any documentation we may provide 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 before making any necessary modifications made to your vehicle or the goods (e.g. strengthening) to avoid damage to your vehicle or goods, 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.
- (c) For any inquiries relating to this Warranty Statement please email us on [customersolutions@hsputelids.com](mailto:customersolutions@hsputelids.com) or call us on 03 9795 8206.