

**TAC005 – AIR COMPRESSOR EXTENDED WARRANTY TERMS AND CONDITIONS**

DATED: 23/06/2020

REV NO. 004

Kaishan Australia Pty Ltd (KA) ABN 58 114 574 515, whose details are on the Extended Warranty Registration Document (SAL014) provided with your compressor, is the issuer of this Warranty. Benefits conferred by this Warranty are in addition to any rights and remedies which are available to the Purchaser under the Competition and Consumer Act 2010 (Australian Consumer Law) and respective State and Territory legislation, to the extent those rights cannot be, and are not, limited or excluded by the provisions of the agreement.

1. This discretionary extended warranty covers the KA 'LGX and KHE' series products against defects in materials and workmanship for the term indicated on the 'Extended Warranty Registration Document' supplied with the compressor.
2. If the Purchaser makes a valid claim during the warranty period then KA will, at its sole discretion, repair the failed component or replace the component. The warranty will continue to apply to the replaced component for the remainder of the nominated warranty term but the warranty period will expire at the end of the nominated term.
3. The Purchaser must make KA aware (in writing) of any defects or failures as soon as the Purchaser becomes aware of the fault.
4. KA obligations under the warranty given by KA in clause 1 are subject to the Purchaser's compliance with the following:
  - I. Regular routine Servicing and Preventative maintenance carried out in accordance with the compressor manufacturer's strict requirements as outlined in the operator's manual provided with the equipment. Such servicing must be carried out by KA (or their nominated Authorised Service Agent) using genuine 'KERRY' replacement parts and lubricants. Failure to comply with the servicing obligations will immediately void this extended warranty. In the event of a claim the Purchaser (or distributors) will be required to provide proof of service history including, but not limited to, invoices showing dates and hours of servicing and parts used.
  - II. The goods are in the same condition that they were when delivered to the Purchaser and have not been subject to misuse, abuse, neglect, nor damage due to adverse environmental conditions.
5. In the event of a claim Purchaser must immediately contact KA by:  
Phone: 1300 098 901 or 03 8769 2800  
Email: [service@kaishan.com.au](mailto:service@kaishan.com.au) or  
Write to: 134-140 Atlantic Drive, Keysborough, VIC 3173  
prior to commencement of any repairs. KA will then arrange an assessment and if deemed a valid claim under the Terms and Conditions of the Agreement, will issue Authorisation for the repair to be carried out. Any repair carried out without prior authorisation will be denied. Photographs of failed part and a report from an independent assessor to assist in assessing a claim may be required.  
Any return of goods by the Purchaser must be with freight and carriage pre-paid by the Purchaser and the goods are, during such return, at the risk of the Purchaser.
6. KA will not be liable to compensate or indemnify the Purchaser (or any other person) for any loss, damage, costs or expenses suffered or incurred (of any nature whatsoever and howsoever caused) by the purchaser in relation to the supply of goods or services (including without limitation any defect or deficiency in or failure of the services) This includes but not limited to; consequential costs of any kind including cost of downtime, hire of temporary compressor, loss of revenue, loss of profit, costs and expenses incurred in making a claim or complying with the original Purchasers obligations, including servicing, and preventative maintenance, fault diagnosis, travel costs by a Service Technician and cost of transporting the failed unit to an KA approved repair location. These costs are the responsibility of the Original Purchaser and not claimable under this policy. Refer clause 12.3.3 TAC001 - Conditions of Trade.
7. This extended warranty is issued to the Original Purchaser and is not transferrable. Warranty coverage commences upon receipt of fully completed Warranty Registration Form SAL014.
8. EXCLUSIONS
  - Fraudulent or deceptive claims by the Purchaser or any third party
  - Failure caused by the use of parts or lubricants which are not genuine KERRY original factory supply.
  - Failure due to normal wear and tear
  - Failure due to overheating,
  - Failure due to lack of lubricant
  - Failure caused by contaminated lubricants
  - Oil leaks in seals, joints, fittings and hoses
  - Replacement of belts, couplings, seals or gaskets
  - Failure due to operating the unit outside manufacturer's recommendations including alterations to factory settings.
  - Failure due to incorrect servicing intervals. (Compressor must be serviced within 300 hours of recommended intervals).
  - Damaged caused by improper handling, improper operation or inadequate maintenance
  - Failure due to any modification from the Manufacturers original specifications
  - Consequential loss or damage of any kind to the fullest extent permitted by law
  - Failure caused by accident, owner neglect, misuse or abuse
  - Failure caused by corrosion or water submersion
  - Failure caused by ingestion of harmful gases, adverse environmental conditions or airborne abrasive materials
  - Paint fade, rust or cosmetic items