

**KAISHAN AUSTRALIA PTY LTD (KA) (ACN 114 574 515)
TAC005 – EXTENDED WARRANTY TERMS AND CONDITIONS**

DATED: SEPTEMBER 2021

REV NO. 006

This extended warranty covers the KRST, KRSP and KHE' series products (**Products**) against defects in materials and workmanship (**Warranty**) for the term indicated on the 'Extended Warranty Registration Document' supplied with the compressor (**Warranty Period**). Kaishan Australia Pty Ltd ABN 58 114 574 515 (**KA**), whose details are on the Extended Warranty Registration Document (SAL014) provided with your compressor, is the issuer of this Warranty.

AUSTRALIAN CONSUMER LAW

The benefits of this Warranty are in addition to any rights and remedies imposed by Australian state and federal legislation that cannot be excluded. Nothing in this Warranty is to be interpreted as excluding, restricting or modifying any state or federal legislation applicable to the supply of goods which cannot be excluded, restricted or modified.

This Warranty is issued to the original purchaser of the Products only (**Purchaser**) and is not transferrable. Any Warranty coverage commences upon KA receiving a fully completed Warranty Registration Form SAL014

If the Purchaser is a "consumer" under the *Australian Consumer Law*, then KA confirms the following:

'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 is not a major failure.'

1. WARRANTY

- 1.1 If the Purchaser makes a valid claim during the Warranty Period then KA will, at its sole discretion:
 - (a) replace or repair the Products or the defective part of the Products free of charge; or
 - (b) cause the Products or the defective part of the Products to be replaced or repaired by a qualified repairer free of charge.
- 1.2 The Warranty will continue to apply to the replaced component for the remainder of the nominated Warranty Period, but the Warranty Period will expire at the end of the nominated term.
- 1.3 KA reserves the right to replace defective parts of the Products with parts and components of similar quality, grade and composition where an identical part or component is not available.
- 1.4 Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Products.

2. WARRANTY CLAIMS

- 2.1 The Purchaser must make KA aware (in writing) of any defects or failures as soon as the Purchaser becomes aware of the fault and must provide:
 - (a) proof of purchase;
 - (b) full details of the alleged defect; and
 - (c) any other relevant documents (such as historical and maintenance records).
- 2.2 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 **or**
Write to: 134-140 Atlantic Drive, Keysborough, VIC 3173

- 2.3 Photographs of failed part and a report from an independent assessor to assist in assessing a claim may be required.
- 2.4 Prior to commencement of any repairs. KA will arrange an assessment and if deemed a valid claim, KA will issue an authorisation for the repair to be carried out.
- 2.5 Any repair carried out without prior authorisation will be denied.
- 2.6 Any return of Products by the Purchaser must be with freight and carriage pre-paid by the Purchaser and the Products are, during such return, at the risk of the Purchaser.

3. EXCLUSIONS

- 3.1 This Warranty does not apply in the following circumstances:
 - (a) fraudulent or deceptive claims are made by the Purchaser or any third party;
 - (b) the failure is caused by the use of parts or lubricants which are not genuine Kaishan original factory supply;
 - (c) failure due to normal wear and tear;
 - (d) failure due to overheating;
 - (e) failure due to lack of lubricant;
 - (f) failure caused by contaminated lubricants;
 - (g) oil leaks in seals, joints, fittings and hoses;
 - (h) replacement of belts, couplings, seals or gaskets;
 - (i) failure due to operating the unit outside manufacturer's recommendations including alterations to factory settings.
 - (j) failure due to incorrect servicing intervals. (Compressor must be serviced within 300 hours of recommended intervals);
 - (k) damage caused by improper handling, improper operation or inadequate maintenance;
 - (l) failure due to any modification from the manufacturer's original specifications;

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- (m) consequential loss or damage of any kind to the fullest extent permitted by law;
 - (n) failure caused by accident, operator or owner neglect, misuse or abuse;
 - (o) failure caused by corrosion or water submersion;
 - (p) failure caused by ingestion of harmful gases, adverse environmental conditions or airborne abrasive materials; or
 - (q) paint fade, rust or cosmetic items.
- 3.2 KA obligations under this warranty are subject to the Purchaser's compliance with the following:
- (a) 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. Equipment to be serviced at 1500 hours or 6 monthly intervals, whichever occurs first. Such servicing must be carried out by KA (or their nominated Authorised Service Agent) using genuine 'Kaishan' 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.
 - (b) 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.

4. LIMITATIONS

- 4.1 KA makes no express warranties or representations other than those included in this warranty.
- 4.2 KA's liability under this express warranty is limited to repairing or replacing the Products or part of the Products.
- 4.3 KA to the extent permitted by law will not be liable in any circumstances for any loss or damage (including indirect or consequential loss) to any property or person resulting from the provision or delay in provision of Products
- 4.4 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 Purchaser and not claimable under this Warranty.

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