

Product warranty

In this warranty;

- i. **Goods** means the electronic unit or geared unit the Customer has purchased from SEW-Eurodrive; and
- ii. **Services** means commissioning, repairs and/or servicing of Good(s) and/or the development and provision of 2D and 3D engineering drawings by SEW-Eurodrive or a third party authorised by SEW-Eurodrive

- (a) The Goods and Services come with guarantees that cannot be excluded by the Australian Consumer Law. For major failures with a Service, the Customer is entitled to:
- i. cancel its services contract with SEW-Eurodrive; and
 - ii. a refund for the unused portion, or to compensation for its reduced value.

The Customer is 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, the Customer is entitled to have the failure rectified in a reasonable time. If this is not done, the Customer is entitled to a refund for the Goods and to cancel the contract for the Service and obtain a refund of any unused portion. The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage or damage from a failure in the Goods or Service.

- (a) The benefits provided to the Customer by SEW-Eurodrive under this warranty are in addition to other rights and remedies under a law in relation to the Goods to which this warranty relates.
- (b) All new Goods manufactured by SEW-Eurodrive that have been subjected to normal and proper use by the Customer are warranted only to be free from material defects in material and workmanship for a period of two years from the date of shipment to the Customer.
- (c) All Services provided by SEW-Eurodrive are warranted only to be free from material defects in material and workmanship for a period of twelve months from the date of completion of the Service to the Customer.
- (d) For the avoidance of doubt, the warranty offered by SEW-Eurodrive;
- (i) extends only in relation to material and workmanship; and
 - (ii) in the case of any repairs undertaken by SEW-Eurodrive or by a third party authorised by SEW-Eurodrive of Goods manufactured and/or supplied by SEW-Eurodrive (**Repairs**), will only apply to the material and workmanship associated with the Repairs, not to the Goods as a whole.
- (e) SEW-Eurodrive will use its reasonable endeavours to rectify at its cost any defect in the Goods and/or Services notified to it during the applicable warranty period.
- (f) In order to claim the warranty in relation to a defective Good, the Customer should send the Good to its nearest SEW-Eurodrive Australian office (addresses below). For a minor defect, SEW-Eurodrive will repair, replace, refund or re-supply the Goods, at its discretion. For a major defect, the Customer can request either a replacement or a refund.

SEW-EURODRIVE PTY LTD

P: 1300 739 287 | E: general.mail@sew-eurodrive.com.au
Melbourne (HQ) | Sydney | Adelaide | Newcastle | Mackay | Brisbane | Perth
ABN: 27 006 076 053 | ACN: 006 076 053
sew-eurodrive.com.au

Victoria/Tasmania	New South Wales /ACT	Queensland/NT	South Australia	Western Australia
27 Beverage Drive Tullamarine VIC 3043	9, Sleigh Place, Wetherill Park NSW, 2164, or 4 Epsom Drive Tomago NSW 2322	2-4 Hume Drive Bundamba, QLD, 4304 or 9-11 Silverton Court, Paget, QLD 4740	104 Wing Street, Wingfield, SA 5013	10 Colin Jamieson Drive Welshpool, WA 6106
PHONE: 1300 739 287				
EMAIL: enquires@sew-eurodrive.com.au				

- (g) In order to claim the warranty in relation to a defective Service, the Customer should contact the nearest SEW-Eurodrive Australian office (contact details above). For a minor defect with a Service, SEW-Eurodrive will compensate for its reduced value or re-supply the Service at its discretion. For a major defect with a Service, the Customer is entitled to:
- (i) cancel its services contract with SEW-Eurodrive; and
 - (ii) a refund for the unused portion, or to compensation for its reduced value.
- (h) SEW-Eurodrive will not be liable to rectify any defect in the Goods or Services if, in SEW-Eurodrive's reasonable opinion:
- (i) the Goods have been altered or modified without SEW-Eurodrive's authorisation;
 - (ii) the defect is the result of or related to a failure of the Customer to comply with any of its obligations under SEW-Eurodrive's Terms and Conditions of Sale (**Terms**) and other documentation prepared and/or issued by SEW-Eurodrive which relate to the provision of Goods and/or Services by SEW-Eurodrive including quotations, acknowledgments of purchase orders, invoices, specifications, work records, delivery notes and this product warranty (**Documentation**); or
 - (iii) the defect is the result of or related to the use of the Goods other than in accordance with the Terms, any of the Documentation and/or SEW-Eurodrive's reasonable recommendations or directions.
- (i) Under this warranty, to the maximum extent permitted by law, SEW-Eurodrive is not liable for any loss or damage however arising as a result of the fault or defect in the Goods and/or Services.
- (j) All costs involved in claiming the warranty, including the cost of freight to and from a SEW-Eurodrive Australian office listed above (except for the cost of rectifying the defect), is the responsibility of the Customer.
- (k) If any components or parts of the Goods are supplied to SEW-Eurodrive by other manufacturers, those Goods will only be subject to the warranty given by that manufacturer to SEW-Eurodrive and SEW-Eurodrive provides no warranty in respect of such Goods.

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