



KAESER Compressors Warranty Terms

1. General

1.1 Introduction

- (a) KAESER Compressors Australia Pty. Limited of 45 Zenith Road, Dandenong South VIC 3175 (**we, us or our**) provides a warranty in respect of the KAESER Product, as set out in these warranty terms (**Terms**).
- (b) 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 does not amount to a major failure.
- (c) Nothing in these Terms purports to modify or exclude any rights or remedies that cannot be excluded or modified by law. The benefits to you under these Terms are in addition to any rights or remedies you may have in respect of the KAESER Product under the Australian Consumer Law and any other applicable laws.
- (d) You may contact us about these Terms by phone on 03 9791 5999 or by email to warranty.au@kaeser.com

1.2 Definitions

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

KAESER Partner means an independent, expertly trained business authorized to sell and service KAESER compressed air systems within a specific territory.

KAESER Product is defined as an air system, compressor, or accessory imported into Australia or built by KAESER.

Nominated Personnel means:

- (a) a trained technician employed by KAESER Australia Pty Ltd;
- (b) a technician employed by a KAESER Partner; or
- (c) a technician nominated by us.

Warranty Period means, in respect of:

- (d) the unit, a period ending on the earlier of:
 - (i) 12 months from the day of placing the Equipment in operation; and
 - (ii) 18 months from the date of shipment; and
- (e) the air end, a period ending on the earlier of:

- (i) 24 months from the day of placing the equipment in service; and
- (ii) 30 months from the date of shipment,
without limitation of hours.

(f) **Start-Up Form** means the customer information form provided by us or a KAESER Partner.

2. Our warranty

- (a) We warrant that the KAESER Product will be free from mechanical and electrical defects during the Normal Warranty Period, subject to these Terms (**Warranty**).
- (b) If the KAESER Product fails to meet the Warranty, we undertake, at our election, to:
 - (i) rectify the mechanical or the electrical fault (at our cost);
 - (ii) reimburse you for the costs of rectifying the mechanical or electrical fault (including the repair and replacement of defective parts and the repair of defective workmanship); or
 - (iii) replace the KAESER Product with the same or an equivalent product.

3. Warranty conditions

You will only be eligible to make a claim under Warranty if you comply with the conditions outlined in the KAESER Product operation manual and the following conditions:

- (a) the KAESER Product must be commissioned by us or a KAESER Partner;
- (b) you must return a signed Start-Up Form to us or the KAESER Partner (as applicable) within 3 days after completion of the commissioning;
- (c) you must ensure only Nominated Personnel maintain and service the KAESER Product;
- (d) you must ensure only Nominated Personnel undertakes routine checks of the KAESER Product, according to the maintenance manual;
- (e) you must use KAESER recommended lubricants;
- (f) you must use genuine KAESER parts; and
- (g) any unusual noise or observation must be reported to us or a KAESER Partner immediately.

4. Making a Warranty claim

- (a) To make a Warranty claim, you must:
 - (i) notify us in writing to the email address specified in clause 1.1(d) as soon as reasonably practicable;
 - (ii) immediately cease use of the KAESER Product and not carry out any repair work prior to us completing our assessment of your claim;

- (iii) provide detailed information about the problem with your KAESER Product, including the minimum indication of the KAESER Control Panel and any other information we request to assess your claim; and
- (iv) upon reasonable prior notice, allow us (or our nominated representative) access to the KAESER Product for the purposes of inspection or testing.

(b) Upon receipt of all relevant information and, if applicable, inspection and testing in accordance with clause 4(a), we will assess your Warranty claim and notify you if your claim is accepted under Warranty or not.

(c) If your claim is accepted, we will:

- (i) issue an approval number; and
- (ii) notify you of the remedy selected in accordance with clause 2(b).

(d) We are not liable to reimburse you for any costs, unless you have been issued an approval number and you have provided valid tax invoices substantiating the claimed costs.

(e) You must bear all expenses and losses associated with the claimed issue and making a Warranty claim, unless we accept your claim and elect to reimburse you for the costs of rectifying the mechanical or electrical fault (including the repair and replacement of defective parts and the repair of defective workmanship).

5. Warranty exclusions

Our Warranty does not cover:

- (a) damage to the KAESER Product or its components and parts caused by:
 - (i) incorrect use, lack of maintenance in accordance with the maintenance manual; or
 - (i) any external source indicating electrical faults initiated by the local power supply;
- (b) wastage of material or wearing out of any part of the KAESER Product caused by rust, or any other deposits, corrosion or deterioration due to chemical or atmospheric conditions or otherwise, scratching or painting or polishing of the surface;
- (b) any breakdown caused by the use of non-genuine parts or the oil type not stipulated by us, or interference of any kind with the KAESER Product or its mechanism, or modifications or repairs carried out by unauthorised personnel;
- (c) loss of use of the KAESER Product or any other consequential loss, damage or liability of any nature whatsoever;
- (d) any change of the approved conditions;
- (e) any special freight requirements you request;
- (f) any defect or damage caused by operator error; or
- (g) damage to the KAESER Product incurred if it is operated while known to you to be defective.