

Warranty Against Defects

NZ Food Trailers Limited and its successors and assigns ("NZ Food Trailers") provides the following limited warranty against defects to:

("the Client")

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in any workmanship which becomes apparent and is reported to NZ Food Trailers in accordance with 4.1. ("Defect").
- 1.2 The conditions applicable to the warranty given by clause **SAFETY INSTRUCTIONS** are:
 - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Client to properly maintain or suitably store the Goods; or
 - (ii) failure on the part of the Client to follow any instructions or guidelines provided by NZ Food Trailers, pertaining to routine maintenance and repair service; or
 - (iii) any use of any Goods otherwise than for any application specified on a quote or order form (including but not limited to, overloading); or
 - (iv) any installation of a product on chassis other than original factory installation;
 - (v) damage caused by loose nuts, bolts or screws including improperly torqued wheel lug nuts;
 - (vi) any Goods utilized as a rental combination with rental equipment;
 - (vii) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (viii) fair wear and tear (including, light bulbs, paint, brakes, tyres, decking and the like or damage to paint resulting from deterioration due to exposure, misuse, chipping, scratching, or damage from road elements, such as, magnesium chloride (liquid salt), sand, improper wash solvents, and/or weather conditions), vandalism, accidents (including but not limited to, collision) or act of God;
 - (ix) transportation costs, if any, of transporting the Goods or any component to an approved repair facility.
 - (b) the warranty shall cease, and NZ Food Trailers shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without NZ Food Trailers consent.
 - (c) in respect of all claims NZ Food Trailers shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- 1.3 In the event that the manufacturer's Goods are deemed to be faulty, NZ Food Trailers reserves the right to halt the commencement for re-installation of replacement Goods until such time as it is agreed between all parties the person/s that will be liable for all associated expenses with the re-installation of the Goods.

2 WHAT THE SUPPLIER WILL DO TO HONOUR THE WARRANTY

- 2.1 NZ Food Trailers will repair any defect to its full extent.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Client. Additional works shall include any disassembling and reassembling required in order to assess or rectify the defect.

3 WHAT THE CLIENT MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Client will need to:
 - (a) present the defective Goods/Services to NZ Food Trailers for inspection, including inspection for defective workmanship, or otherwise provide evidence (digital images) of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by NZ Food Trailers.
- 3.2 At no time will a warranty be transferrable. Any warranty offered is made only to the original Client who must produce the original sales invoice at the point of submitting a warranty claim.
- 3.3 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1(a) and 3.1(b).
- 3.4 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person, or mailed to the address on this form.
- 3.5 The Client acknowledges and accepts that all warranty claims will be dealt with by NZ Food Trailers during the normal hours, Monday-Friday. In the event that NZ Food Trailers is required to provide the Services urgently, that may require NZ Food Trailers staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then NZ Food Trailers reserves the right to charge the Client additional labour costs (penalty rates will apply), unless otherwise agreed between NZ Food Trailers and the Client.

4 DURATION OF WARRANTY

- 4.1 This warranty will cease from the date being twelve (12) months after the Client takes delivery of the Goods/Services in accordance with clause 5 of the Terms and Conditions of Trade.
- 4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in clause 4.1, NZ Food Trailers will have no liability to the Client under this Warranty Against Defects and the Client releases NZ Food Trailers from all claims for loss or damage in any way connected with the Goods/Services from that date.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 NZ Food Trailers is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Client or transportation costs, if any, of transporting the Goods or any component to an approved repair facility, shall be borne by the Client.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Client under this warranty are in addition to other rights and remedies of the Client at law in relation to the Goods/Services.
- 6.2 NZ Food Trailers Goods/Services come with guarantees that cannot be excluded under the New Zealand Consumer Law. The Client is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Client is also entitled to have the Goods/Services repaired or replaced if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure.

WARRANTY CLAIM FORM

Warranty Providers Name:

Warranty Providers Address:

Client:

Contact No.

Description of Goods/Services provided:

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Receipt enclosed:
(tick box)

Yes No

Receipt No:

Description of defects (Give as much detail as possible. Use a separate page if required):

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Date of purchase/Services provided:

I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Signed:

Name *(please print)*:

Dated:

[Please note, the issue or completion of this form by the Client does not constitute an admission of liability by NZ Food Trailers]