

WARRANTY AGAINST DEFECTS

AUSSIE-GRAINS Pty Ltd T/AS H E Silos Forbes ABN 68 614 731 378

The warranty obligations of H E SILOS (the "Company") and its products are limited to the terms set forth below and are to be read and applied in conjunction with the Company's Terms and Conditions of Trade. The benefits given to a Purchaser (including a consumer) by this Warranty are in addition to any rights and remedies of a Consumer under a law in relation to the goods or services to which this Warranty relates.

1. Definitions

Under this limited warranty:

"Consumer" means a person who purchases goods from the Company where the amount paid is less than \$40,000, or, goods are for personal, domestic or household use or consumption.

"Goods" means the item manufactured by the Company and purchased by the purchaser being the subject matter of this limited warranty.

"H E SILOS/the "Company"" means AUSSIE-GRAINS Pty Ltd Trading as H E SILOS Forbes, its successors, assigns, employees, servants and agents.

"Major failure" means the goods are substantially unfit for the purpose for which products of the same kind are commonly supplied and the product cannot, easily and within a reasonable time, be remedied to make the product fit for such a purpose.

"Purchase Date" means the date upon which the original purchaser makes payment for the product.

"Purchaser" means the person/corporation which originally made payment for the product.

"Severe Environmental Conditions" means use of the product within 50km of breaking surf, within 100 metres from salt water not subject to breaking surf, or heavy industrial areas.

2. Warranty registration

This limited warranty is conditional upon the purchaser completing a warranty registration form available on request by phone on 02 6852 3488 or by email admin@hesilosforbes.com.au

Warranty registration forms must be returned within thirty (30) days of the purchase date via one of the following methods in order to be eligible for registration:

a. By email to:

b. By post to: H E Silos, PO Box 533, Forbes NSW 2871 or

c. By fax to: 02 6852 3619.

3. How to make a claim under this warranty

If you are entitled to make a claim under this warranty you must notify us within thirty (30) days after the suspected defect has appeared and submit a written claim form which can be obtained and lodged by contacting the Company's office via one of the following methods:

a. Phone: 02 6852 3488;

b. Fax: 02 6852 3619;

c. Email: admin@hesilosforbes.com.au; or

d. By post to: H E Silos, PO Box 533, Forbes NSW 2871.

You will bear the expense of making a claim under this warranty and providing, upon request of the Company, any information regarding the alleged damage, including, but not limited to, photographic evidence.

Upon receipt of your claim the Company will make an assessment and advise within thirty (30) days of their findings.

4. Conditions of warranty

This limited warranty covers defects in materials and workmanship in the Company's products. It does not extend to fittings and accessories supplied with the product that are not manufactured by the Company.

5. Warranty exclusions

The limited warranty afforded by the Company is rendered void by damage caused to the goods as a result of, but not limited to, the following:

a. Any modifications to the goods carried out which were not authorised by the Company;

b. Inadequate or improper maintenance of the goods;

c. Failure to install the goods in accordance with the Company's published installation instructions guidelines;

d. Failure of the purchaser to comply with requests of the Company to provide information necessary to assess the warranty claim;

e. Where the serial number of the goods has been altered or defaced;

f. Where the defect or damage to the goods is caused by any means including, but not limited to, the product not being properly secured by the purchaser;

g. Any accident, contamination, tampering, wilful damage, improper storage, improper use, or negligent act of, or omission by, any person other than the Company;

h. Deterioration of the base on which the product rests, or below ground level movement;

i. Use of the product for any other purpose than the storage of materials that the product was designed to hold;

j. Vermin or other pests, trees roots or branches, storm, act of God, washaway, landslide, hail, lightning, or any other natural phenomenon;

k. Repositioning the product from the location it was originally installed;

l. Climatic or environmental conditions including, but not limited to, weathering, discolouration, fading and staining; and

m. Corrosion resulting from use of the product in Severe Environmental Conditions.

6. Warranty period

The Company offers limited warranty to the Purchaser from the purchase date of the goods for a period of:

a. **Ten (10) years** for all structural steel; and

b. **One (1) year** for all ancillary parts and components.

7. Maximum Contribution and Diminishing liability

During the first year of the warranty period the Company will be liable for 100% of the costs of repair or replacement of the goods including parts at market rates and labour at the company's usual rates. The remainder of the warranty period operates on a proportionate costs basis where the liability of the Company is reduced according to the age of the product.

This is calculated as follows:

$PP \div WP \times RT =$ The Company's maximum contribution

Where:

PP = original purchase price of the product;

WP = The warranty period applicable to the product; and

RT = The remaining term in years

8. Persons covered under this warranty

Only the Purchaser of the goods is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners of the goods.

9. Approved warranty claims

Where a warranty claim is approved the Company may require the purchaser to do any of the following at their expense prior to any repair or replacement of the damaged product:

- a. Facilitate a site inspection by the Company or their agents;
- b. Provide clear access to the site and/or damaged product; and
- c. Remove all contents stored within the damaged product five (5) days prior to inspection.

10. What the Company will do under this limited warranty

The Company will, at its sole discretion, provide one of the following two (2) remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited warranty:

- a. Elect to repair or facilitate the repair of any defective parts within a reasonable period of time, free of any charge for the necessary parts and labour to complete the repair and restore the goods to proper operating condition up to and including the amount of the maximum contribution. The Company will also pay any transport costs necessary to transport the damaged product to and from the site in order to facilitate the repair work and return the product once the repairs are completed; or
- b. Replace the goods with a direct replacement or with a similar goods deemed by the Company to perform substantially the same function as the original goods and pay any transport costs necessary to deliver the replacement goods up to and including the amount of the maximum contribution.

Where a replacement is provided the defective goods will be removed at the same time as the replacement is delivered.

11. What the Company will not do under this limited warranty

The Company will not be responsible for any additional costs related to the removal or re-installation of the repaired/replaced product including, but not limited to:

- a. Crane hire;
- b. Earth works or landscaping;
- c. Plumbing;
- d. Electrical works; or
- e. Replacement of the contents of the damaged product.

Further, the Company will not, at any point in time, issue a refund of the original purchase price for any damaged/defective products. The Company, in its absolute discretion, will only provide a remedy for damaged/defective products in accordance with Clause 10 above.

12. Statutory warranty

If any product is sold to the Purchaser as a 'consumer' of goods and services within the meaning of that term in the Australian Consumer Law as amended or relevant state legislation the consumer will have the benefit of non-excludable rights and remedies in respect of the product and nothing in these limited terms of warranty excludes, restricts or modifies any condition, warranty, right or remedy which pursuant to the Australian Consumer Law or similar legislation is so conferred.

Pursuant to the Australian Consumer Law where the purchaser is deemed a 'consumer' they will have the following statutory warranties:

"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 for 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."

Where the purchase price of the product exceeds \$40,000.00 and the product is not acquired for personal, domestic or household use or consumption, pursuant to section 64A of the Australian Consumer Law and similar provisions of relevant state legislation the Company limits its liability to those provisions set out in accordance with this Warranty.