

DIRTY POSSUM VERTICAL BIKE RACK WARRANTY - TERMS AND CONDITIONS

Please read the following document in full.

This document describes what is included in the Warranty, and what is not covered by the Warranty. By purchasing a Dirty Possum Vertical Bike Rack, you agree to the terms and conditions of this Document.

1. General

1.1. Industrial Fittings Sales trading as Dirty Possum (ABN 23 010 876 543) ('Dirty Possum') gives this Warranty ('Warranty') in relation to its Vertical Bike Racks, Hitch Adaptor, Trolley Stand, Swing Arms and Floor Stand products ('Product(s)').

1.2. Dirty Possum Product(s) purchased are warranted by us to be free from defects for the duration of the below Warranty periods subject to these terms and conditions ('Terms').

1.3. Any reference herein to "we", "our", or "us" means Dirty Possum. Any reference to "you" or "your" means you, as the original consumer purchaser ('Customer').

1.4. The benefits provided by this Warranty are in addition to other rights and remedies available to you under the Australian Consumer Law ('ACL').

2. Limited Warranty

2.1. Dirty Possum warrants to the Customer that Product(s) manufactured by Dirty Possum will be free from manufacturing defects under normal use when reasonable care and maintenance is applied, within the Warranty periods set out in these Terms.

2.2. The liability of Dirty Possum under this Warranty is limited to the replacement or repair the Product(s) or defective part of the Product(s) or the cost of such replacement or repair at the discretion of Dirty Possum.

2.3. To the fullest extent permissible at law, Dirty Possum's liability for incidental and/or consequential damages resulting from the use, operation, or maintenance of Dirty Possum Product(s) is expressly excluded.

2.4. This Warranty is limited to the first registered consumer and it is not transferable on the sale or other disposition of the Product(s).

3. Warranty Coverage and Warranty Period

3.1. Items manufactured by Dirty Possum that comprise the structural components of the Product(s) are covered by this Warranty for a period of up to ten (10) years from delivery of the Product(s) to the consumer, subject to, but not limited to, the following specifications and/or exceptions:

3.1.1. The steel structure and welded components of Dirty Possum Product(s) are covered by a ten (10) Year warranty.

3.1.2. All other parts and components of the Dirty Possum Product(s), excluding the items in clause 3.1.1, are covered by a three (3) month warranty.

3.1.3. For Dirty Possum Product(s) being used commercially or 'off-road', the items in clause 3.1.1 are limited to a three (3) Year warranty.

3.1.4. For Dirty Possum Product(s) used in a hire application the items in clause 3.1.1 are limited to a Two (2) year warranty.

3.2. The warranties in this Warranty commence on the day you receive the new Dirty Possum Product(s), unless otherwise specified.

4. Warranty Exclusions

4.1. This Warranty's scope is expressly limited to items constructed by Dirty Possum.

4.2. Only claims that fall under the term "defects from manufacture" will be covered by this Warranty. Claims that will not be covered may include, but are not limited to:

4.2.1. Product Care - Failure to care for and maintain your Dirty Possum Product(s), including the powder coating in accordance with Dirty Possum recommendations. Including improper maintenance, such as use of incorrect cleaning agents.

4.2.2. Damage - Any defects resulting from fire, impact, improper repairs, illegal use, malicious damage, or accidental damage to your Dirty Possum Product(s) (including damage by a third party).

4.2.3. Instructions - Defects arisen where you have not used the Dirty Possum Product(s) in accordance with the operating instructions or product specifications.

4.2.4. Misuse - Any defects resulting from misuse, abuse, or operator negligence including loading beyond specified load and capacity, use in 'off-road' conditions beyond the designed or intended use of the Product(s).

4.2.5. Modifications - Any modifications to Dirty Possum Product(s) that have not been approved by Dirty Possum, including any defect caused by changes to original equipment and/or the fitment of non-approved parts or accessories.

4.2.6. Overloading - Any defects resulting from Product(s) being subjected to overloading beyond the product specifications, for any period of time.

4.2.7. Reporting and Repairs - Warranty defects must be reported to Dirty Possum in a reasonable time and, once approved have any defective components returned for repair in a reasonable time. Failure to have Product(s) repaired for causes excluded by this Warranty in accordance with the Dirty Possum's recommendations within a reasonable time after the defects became known or suspected.

4.2.8. Powder coating and Rust - This Warranty does not cover the cosmetic appearance of your Dirty Possum Product(s) and excludes weathering or deterioration due to rust and/or the fading of any surfaces.

5. Guarantees under the Australian Consumer Law

5.1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

5.6 This document should not be read as excluding, restricting or modifying your rights and remedies under the ACL.

6. How you can make a claim

6.1. Any claim in relation to a Warranty should be referred to the Dirty Possum Stockist where the Product(s) was originally purchased, if the Stockist is no longer available Dirty Possum should be contacted directly. All warranty defects must be reported to your Dirty Possum Stockist as soon as possible within a reasonable timeframe.

6.1.1. In order to make a claim under this Warranty, a consumer must, at their expense present the Product(s) to their Dirty Possum Stockist; and collect the Product(s) at their expense once notified that it is ready for collection. If their Stockist is not reasonably available, Dirty Possum may, at its discretion allow the Product(s) to be presented at an alternative location.

6.1.2. To make a Warranty claim during the warranty period, you must:

- Validate your ownership details.
- Provide proof of purchase showing the date of purchase of the Product(s).
- Provide a full and accurate description of the defect, stating if it is a defect with material, workmanship, or structural integrity and whether it's for a major or a minor component of the Product(s).

6.1.3. Dirty Possum reserves the right to inspect and test all defective part(s) that are the subject of a claim under this Warranty.

6.1.4. The repair or servicing of your Products(s) by third parties that are not authorised by Dirty Possum will not void your warranties if done to Dirty Possum's recommendations. However, to the extent that any problem arises due to any third party repairs or servicing, Dirty Possum reserves the right to request additional information about the work and servicing performed on your Product(s). Dirty Possum will not be liable for any defect, damages, or failure caused by having Product(s) serviced or repaired by third parties that are not authorised by Dirty Possum.

6.1.5. Dirty Possum reserve the right to, at their discretion, cancel or deny a portion or all of the warranties and/or reimbursement given under this Warranty, in the event that your present insufficient, incomplete, false and/or fraudulent documents and/or claims in relation to this Warranty.

6.2 To honour a valid claim made under this Warranty, we will either replace or repair the Product(s), or authorise the Product(s) to be replaced or repaired within the applicable warranty period available at their Stockist at no cost to the consumer. Unless required by law, our maximum liability extends to the replacement or repair of the defective Product(s), or at our sole discretion, a full refund up to a maximum of the consumer's purchase price.

6.3 This Warranty does not provide for payment or reimbursement of consequential damages or incidental expenses.

7. Keeping your details up to date

7.1. Please Register your Product(s) by emailing: contact@dirtypossum.com.au or calling: 07 3848 3830 between 7.00am to 4:00pm Monday to Thursday or 7.00am to 11:00am Fridays (AEST).

7.2. The Australian Government requires manufacturers to be able to contact the current Product(s) owner if any recall or service campaigns should become necessary. If you change your address or sell your Product(s), please email: contact@dirtypossum.com.au or call us on: 07 3848 3830 between 7.00am to 4:00pm Monday to Thursday or 7.00am to 11:00am Fridays (AEST) to update your ownership details.

8. Privacy

8.1. By accepting the Terms set out in this Warranty, you agree to have your personal information used and disclosed for the purpose of providing Warranty services.

9. Laws and Jurisdiction

9.1. These terms and conditions are governed by and construed in accordance with the laws of the State of Queensland.

10. Our Contact Information

For the purpose of this warranty, we can be contacted as follows:

Industrial Fittings Sales Pty Ltd trading as Dirty Possum
PO Box 65 Brisbane Market QLD 4106
Phone number: 07 3848 3830
Email address: contact@dirtypossum.com.au