

C.M. Trailer Equipment Limited WARRANTY

If you are a consumer, our goods come with guarantees that cannot be excluded at law. You are entitled to a replacement or refund for a failure of substantial character and, in some circumstances, 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 comply the guarantees provided at law and the failure does not amount to a failure of substantial character.

If you are not a consumer or where you are acquiring, or holding yourself out as acquiring, any goods for the purposes of a business in terms of section 43(2) of the Consumer Guarantees Act 1993, you agree that you will not assert or attempt to assert any rights or claims against C.M. under the provisions of that Act.

C.M. Trailer Equipment Limited ("C.M.") provides the following warranty in relation to its Vehicle Technology (VT) products ("Product") to all customers.

The benefits of this warranty are in addition to any rights and remedies imposed by New Zealand legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

WARRANTY

C.M. warrants that, subject to the exclusions and limitations below, the Product will be free from defects in materials and workmanship for a period of 12 months from date of purchase. C.M. may, at its discretion, offer a longer warranty term on certain products.

This warranty is not transferable to a subsequent person if the Product is sold by the original purchaser during the warranty period.

If a defect appears in the Product before the end of the warranty period and C.M. finds the Product to be defective in materials or workmanship, C.M. will, in its sole discretion, either:

- (a) replace or repair the Product or the defective part of the Product free of charge; or
- (b) cause the Product or the defective part of the Product to be replaced or repaired by a qualified repairer free of charge.

C.M. reserves the right to replace defective parts of the Product with parts and components of similar quality, grade and composition where an identical part or component is not available.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

WARRANTY CLAIMS

1. If a fault covered by this express warranty occurs, the customer must within 7 days contact the dealer from which the Product was purchased, or C.M. at the contact address listed below.
2. Any warranty claim under this express warranty must be accompanied by:

- (a) proof of purchase;
- (b) full details of the alleged defect; and
- (c) any relevant documentation (such as maintenance records).

3. The customer must make the Product available to C.M. or its authorised repair agent for inspection and testing within 14 days of contacting C.M. or the dealer in accordance with this warranty claims procedure. If inspection and testing finds no defect in the Product, the customer must pay C.M.'s costs of service work and testing.
4. The cost of transportation to or from C.M. or the authorised repair agent is to be paid by the customer.

EXCLUSIONS

5. The warranty will not apply where:
 - (a) the Product has been repaired, altered or modified by someone other than C.M. or an authorised repair agent; the Goods have not been used in accordance with C.M.'s express instructions, recommendations or specifications or have been misused, abused, neglected, improperly installed, stored or maintained or have been involved in an accident;
 - (b) C.M. cannot establish any fault in the Product after testing and inspection;
 - (c) the Product has been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
 - (d) the defect has arisen due to abuse, misuse, neglect or accident;
 - (e) the defect has arisen due to a power surge or other fault in the supply of electricity; or
 - (f) unauthorised parts or accessories have been used on or in relation to the Product.
 - (g) the defect is a deterioration of the appearance of the Product
 - (h) the defect is a result of wear & tear.

LIMITATIONS

C.M. makes no express warranties or representations other than as set out in this warranty, the order form or quote. The repair or replacement of the Product or part of the Product is the absolute limit of C.M.'s liability under this express warranty.

CONTACT

C.M. Trailer Equipment Limited

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