

RYDWELD
Motor Body Builders



RYDWELD'S WARRANTY TERMS AND CONDITIONS

1. For customers who qualify as consumers under the Australian Consumer Law, your attention is drawn to the following mandatory text:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

2. Express warranties published by Rydweld are limited to workmanship defects, its express timeframe, terms, exclusions and conditions as published by Rydweld.
3. Normal wear and tear, abuse, neglect and accidental damage will not be covered by this warranty.
4. The Customer must ensure that any vehicle, goods or property to which the product or component supplied by Rydweld are affixed or incorporated is properly used and maintained and is serviced by a qualified person in accordance with the instructions set out in the manufacturer's guidelines and conditions of use.
5. The warranty is not assignable by the Customer. Any disposal of the Vehicle, or the component/product produced by Rydweld, voids the warranty.
6. Steel products manufactured by Rydweld have a structural warranty under normal working conditions for thirty-six (36) months or 100,000kms whichever occurs first from the date of manufacture by Rydweld.
7. Paint work supplied by Rydweld on commercial vehicles is warranted only against rusting, flaking and adhesion failure under normal working conditions for six (6) months from date of purchase. No warranty is given on quick dry enamel paints.
8. Timber floors supplied by Rydweld due to the inconsistencies in the quality of timber supplied have a three (3) month warranty period from date of manufacture.
9. Rydweld warranties do not cover:

- a. Items of normal maintenance – Customer's responsibility;
- b. Items of normal wear and tear;
- c. Factory fitted battery;
- d. Rattles/squeaks and tightening of general hardware e.g. nuts, bolts, studs, clamps;
- e. Tyres;
- f. Wheel alignment;
- g. Towing;
- h. Cabin/bodywork conditions caused by external influences (including industrial chemicals, corrosive environment or natural elements);
- i. Fitment and operation of any bodywork or component or accessory whatsoever, other than those fitted and/or authorised directly by Rydweld;
- j. Defective parts on which the identification number or mark has been altered or defaced;
- k. Any defect in any Vehicle which Rydweld considers has been operated excessively or recklessly;
- l. Equipment or accessories that are not supplied by Rydweld;
- m. Any defect caused or contributed to by: - failure to use and maintain the Vehicle/component/product in accordance with the instructions given by Rydweld;
- n. Failure to notify Rydweld of defect within one working day of it becoming apparent;
- o. Failure to stop operating the Vehicle/Goods after the defect becomes apparent;
- p. Using the Vehicle/Works in a manner for which it was not designed, including: (i) operating the Vehicle beyond its operational ratings (ie load and speed) as set out in the manufacturer's guidelines/terms of use; or (ii) using the Vehicle with a load exceeding the allowed gross vehicle mass or gross combination mass, even temporarily;
- q. Misuse or neglect of the Vehicle/Goods by the Customer;
- r. Abuse, accident, fire, climate/natural events, exposure to extreme or irregular conditions such as salt, flood waters etc;
- s. Force majeure;
- t. Vibration and noise;
- u. Damage to paint from conditions or events arising from the environment e.g. tree sap, bird droppings, pollutants, animals, stone damage;
- v. The use of substandard quality of fuels, coolants, parts, lubricants and/or accessories; or
- w. Any alteration or modification to the Vehicle/product/Goods or the fitting of any attachment to the Vehicle: (i) without Rydweld's prior written approval; (ii) that requires engineering certification and plating by a third party; or (iii) that would cause the Vehicle's operation to be in conflict

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- with current road laws and/or Australian Design Regulations.
10. Rydsweld cannot take any responsibility for any partial obstruction of the side rear view mirror visibility. If the dealer or customer is of the opinion that the existing mirrors are insufficient, then it is their responsibility to organize and fit an alternative.
 11. Rydsweld disclaims all responsibility as to the possibility of any tray, bar or any of its works creating wind noise. Customer accepts that wind noise may be a problem or ordinary incident of the modifications to their Vehicle.
 12. Warranty on any accessories, toolboxes or lifting devices sold by Rydsweld is limited to whatever is given or implied by the original manufacturer. No guarantee is given or implied on any box as to its ability to prevent theft of equipment stored therein. The Customer makes the decision based on his/her judgement as to which is best suited to the job on hand.
 13. No warranty is given on staining or chafing of the tray surfaces caused from fitment of a Tonneau Cover or Rubber Tray Mat. It is the Customer's responsibility to ensure these accessories are removed allowing the tray to dry after wet weather or cleaning.
 14. Defect Warranty on Tonneau covers is limited to 6 months on the fabric only. No warranty is given or implied on shock cord as it is a wearing part.
 15. No warranty is given on the surface finish of Polished Aluminium or Chrome Plating against weathering or staining.
 16. Due to the nature of timber, no warranty will be offered against warping, swelling and splitting. It is the responsibility of the customer to ensure timber floors are regularly coated and to determine how often it should be coated based on the Customer's use and prevailing conditions.
 17. Painting and Powder Coating is of a normal commercial standard and colour variations may occur. The warranty on painted or Powder Coated surfaces is 6 months and does not cover any discolouration, stone chips, chemicals or sealants, salt spray, industrial fallout, animal droppings, general ageing or misuse.
 18. Where a longer than standard tray body and/or a Rolla Drawer is fitted, Rydsweld disclaims all responsibility as to any vehicle manufacturer warranty implications and/or the compatibility with a Towbar. Where possible, Rydsweld endeavours to warn customers prior to purchase of this problem but it is the Customer's responsibility to investigate these issues.
 19. The warranty does not cover any other costs, expenses, loss or damage incurred or suffered by the Customer. In addition, all consequential expenses beyond the warranty repair to the product supplied by Rydsweld are not covered. Expenses in relation to making a claim, being without any vehicle while it is inspected or repaired are not covered.
 20. If Rydsweld determines that the Customer qualifies for a warranty claim, Rydsweld may, at its sole option, choose to rectify the defect or issue by:
 - a. Repair;
 - b. Replacement; or
 - c. Paying the cost to repair.
 21. Work carried out by Rydsweld under a warranty claim, does not extend, nor recommence, the warranty period.
 22. The Customer must cooperate with all warranty claims. Failure to cooperate results in the warranty becoming void. In addition, Customer must at its sole cost return the Vehicle, component or product to Rydsweld's business premises at its sole cost at all reasonable times requested by Rydsweld for inspection, or warranty work.
 23. Rydsweld's warranty is in addition to any rights and remedies that consumers may have under the Australian Competition and Consumer Laws and other legislation which cannot be excluded by law. The warranty does not affect those guarantees, rights or remedies except to the extent that their application can be lawfully excluded or limited. All other implied warranties are expressly negated and excluded to the extent permitted by law.