A Network Engineering New Chassis And Trailer Warranty Terms and Conditions

Network Engineering (Pty Ltd) warrants the purchaser of each new Network Engineering Chassis, that the chassis and trailer, under normal use and maintenance, will be free from defects in material and workmanship, subject to the following terms and conditions.

1. **Term**

   Except in relation to the items and the periods set out in paragraph 9 below, this warranty shall exist for a period of 12 months from the date of the sale of the new caravan or 16 months from the stated date on the Network Engineering Information Plate.

2. **Standards**

   An authorized agent of Network Engineering or Network Engineering shall at its discretion, either repair or replace any genuine part that is defective in material or workmanship, within the warranty term, without charge to the owner(s). Network Engineering is not obliged or required to repair or replace and defective part or parts of the chassis unless notified in writing of the defect within 7 calendar days of the date upon which the defect becomes apparent.

3. **Limitations**

   Subject to the extent that legislation such as the Trade Practices Act 1974 (Cth) that cannot be excluded or limited, this warranty shall not apply to, or include any of the following.

3.1 Repair or replacement which results from any of the following:

3.1.1 Use of the chassis in any conditions other than its intended normal use and operation on reasonable road surfaces in accordance with the intended use of the chassis as instructed by Network Engineering, or as contained in the chassis manual or handbook. If the use or application of the chassis is changed after the date of sale, this change must be notified in writing to Network Engineering as soon as possible, and may impact on the terms of this warranty;

3.1.2 Accident to the chassis;

3.1.3 Misuse or abuse of the chassis;

3.1.4 Lack of proper and punctual maintenance and regular servicing, as set out in the chassis manual or handbook and the other operating instructions for the chassis; (keep a record of all maintenance or changes)

3.1.5 Repairs improperly performed or replacement parts improperly installed or repairs carried out by other agents without the express written permission of Network Engineering or any person other than an authorized agent of Network Engineering or Network Engineering itself;

3.1.6 A replacement part of accessory fitted to the chassis which does not confirm to the companies specifications;

3.1.7 Modifications and or remodeling without acknowledgement or approval by Network Engineering in writing;

3.1.8 Deterioration due to normal use and exposure; or

3.1.9 Damage from environmental conditions such as airborne fallout, salt, sand, stone, hail, windstorm, lightning, flood and the like.

3.2 Any of the equipment or accessories of the chassis or part of the chassis, which are subject to normal wear and tear, including without limitation wiring, brakes/brake linings, paint, couplings, and the like.

3.2.1 Due to the usage and nature of a bumper bar, there will be no surface warranty on the aesthetics of the painted bumper bar where the paint has been compromised surface rust will appear. A pre-galvanized steel member cannot be bent, and a Galvanized Bumper Bar cannot be spray painted.

Network Engineering recommends only using Galvanized Bumper Bars.

3.3 Any chassis suspension parts supplied by the client. Tyres, rims, wheel nuts. These items, including drums and backing plates supplied by Network Engineering will not be covered by this warranty.

3.4 Transport cost. The purchaser shall arrange at its own cost, any expense related to transportation of the chassis or any defective part to and from and authorized repairer of Network Engineering or Network Engineering itself, including (but not limited to) towing charges or other transportation charges.

3.5 Any parts not manufactured by Network Engineering; this will be a back-to-back warranty from this specific supplier using the terms and conditions of that supplier.

4. <u>Other Warranties</u>

Subject to any statutory implied terms that cannot be negated or amended in any respect, this warranty contains the whole of Network Engineering's obligations; an authorized agent of Network Engineering or any employee of Network Engineering is not authorized to extend or enlarge this warranty.

5. <u>Limitation of Liability and Remedy</u>

5.1 Network Engineering and its agents are not liable for any special indirect, consequential or incidental damages or lost profits, lost opportunities, lost revenues or damages arising from loss or use however arising.

5.2 The liability of Network Engineering and its agents under this warrant is limited (at the absolute discretion of Network Engineering) to:

5.2.1 The repair or replacement of defective material, parts or workmanship by an authorized agent of Network Engineering or by Network Engineering itself;

5.2.2 Payment of the cost of replacing or repairing any defective part of the chassis or of acquiring equivalent goods/parts.

5.3 Rights given to or created by legislation (as amended from time to time) cannot be excluded or limited, and this warranty is to be read and construed as additional to and not restrictive of such statutory rights or warranties.

5.4 Without limiting the generality of the foregoing, in no circumstances shall the liability of Network Engineering exceed ten per cent (10%) of the purchase price of the chassis.

6. Exclusions

This warranty does not include or apply to:

6.1 Items not supplied by Network Engineering;

6.2 Any damage to the chassis caused by undue overloading, misuse, neglect or accident, nor does it apply to equipment which forms part of the chassis, which has been altered in any way by a person other than an authorized agent of Network Engineering or Network Engineering itself;

6.3 Any items manufactured by others, whether or not such items are warranted by their respective manufacturers;

6.4 Consumable, perishable or wearing parts (including but not limited to lubricants, tyres, brakes, wheel bearings); or

6.5 Any defect to the chassis which results from the fitting of accessories where these items have not been fitted in accordance with Network Engineering's specific instructions.

6.6 Network Engineering will check and adjust the wheel alignment prior to the chassis leaving the factory and deliver it to the caravan manufacturer. WHEEL ALIGNMENT is a service item and MUST be checked by the owner or the owner's service agent and is NOT a warranted item. All suspensions and wheel alignment MUST be serviced and adjusted between 300km to 1000km after collecting the new caravan. This gives the suspension time to bed and settle prior to the final adjustments. Failing to do so will void the warranty on tyres, rims, and all suspension parts. A professional proof and report on wheel alignments which shows the tow and camber settings MUST be maintained to have your independent suspension warranted.

7. Owner's Responsibilities

Wheel alignment and maintenance services are the owner's responsibility. The owner must retain evidence that proper maintenance has been performed on the chassis to keep this warranty valid. This must be done by a reputable workshop or agent. Please keep a copy of an invoice of approximate kilometers travelled.

8. Time Allocation Repairs

Any authorized repairs are subject to confirmation and acceptance by Network Engineering in direct relation to the amount of labor hours allowed per repair, for example replacing brake plates will allow 1 hour per wheel.

9. Period of Warranty

The warranty period is:

9.1 The chassis:

12 months (1 year)

9.2 The chassis frame:

9.2.1 Free from corrosion that effects the properties of the material (it being acknowledged that surface staining may occur from time to time especially if the Paint finish has been broken) for 12 months (1 year).

9.2.2 Integrity of the chassis structure for 60 months (5 years)

10. General

10.1 This warranty is subject to the laws of the State of Victoria and is subject to the exclusive jurisdiction of the Courts of that State.

10.2 If any provision in this warranty shall be found or helps to be void, the validity of the remaining provisions shall not be affected.

10.3 The benefit of these warranties shall not be assigned by the purchaser or any other person without the prior written consent of Network Engineering.

10.4 A warranty can only be registered once the warranty claim form is completed in full. This MUST be accompanied by MULTIPLE photos from different angles.

10.5 Check the application for the suspension on your caravan.
Ex: Leaf spring – on road, Cruisemaster – Semi off-road, Tuffride – off-road.

10.6 Always drive to the road conditions and limitations.

11. Handy Links

11.1 Trailparts - https://www.trailparts.com.au/

11.2 AL-KO - https://alko.com.au/

11.3 Cruisemaster - https://cruisemaster.com.au/

11.4 Tuffride / Teko - https://www.tuffride.com.au/

Date:_____

Network Engineering warranty claim form

Dealership name	
State and area	
Dealership representative name	
Contact number	
Email address	

Customers name	
Contact number	
Email address	

Chassis number	
Caravan builder	
Date of handover to client	
Total Kilometres travelled	
Date and location of first service	
Date and location of second service	
Date and location wheel alignment done	

Description of issue:

How would like this to be rectified?

Please attach all supporting documents such as wheel alignment report, service receipt, weigh bridge certificates and anything else that are applicable to this claim.

Parts not manufactured by Network Engineering are subject to a back to back warranty by our suppliers. This means we need to send this to the supplier for authorisation of the claim.

Please attach a comprehensive set of photos showing the effective part.
The more photos you provide the faster we can diagnose and resolve this issue.