

## **ADDITIONAL WARRANTIES OF HS COMPANY PTY LTD (THE COMPANY)**

trading as **HARDY SPICER**

In addition to the guarantees provided in the Terms and Conditions of Quotation and Sale (**Terms**) the following additional warranties are provided to the Buyer (**Additional Warranties**).

Unless otherwise specified in this Additional Warranties, terms defined in the Terms have the same meaning when used in these Additional Warranties.

### **CV Driveshafts and Components**

The Company warrants to the original Buyer that CV Joints, CV Driveshaft Components and CV Driveshaft assemblies purchased from the Company will be free of defects in materials and workmanship subject to the following conditions:

The period of warranty will be for

- a. Complete CV Shafts - 2WD (used exclusively on formed roads) is 2 years or 40,000 km's whichever occurs first.
- b. Complete CV Shafts - 4WD is 1 year or 20,000 km's whichever occurs first.
- c. CV Joints 1 year or 20,000 km's whichever occurs first. Correct grease and CV boot must be used to allow warranty to be approved.
- d. CV Boots 6 months or 10,000km's whichever occurs first.
- e. CV Shafts and Joints used in commercial and taxi operations - 3 months.

Claims for replacement of parts will only be processed after inspection and acceptance by the Company and/or its supplier that product is defective in materials or workmanship. These items should be returned freight pre-paid by the Buyer after contacting the Company for return instructions with proof of purchase and documentation stating the reason for the warranty claim.

This Additional Warranty is subject to the following limitations:

- a. Damage caused by improper installation, negligence, misuse, failure to follow our instructions or recommendations, or alterations or repair of goods without our approval is excluded from any claim.
- b. Any product used in vehicles subject to racing competition of any form, speed trials, performance dyno testing or vehicles that have been modified from the manufacturer's original specifications are excluded except for dimensional defects.
- c. Any CV Shaft or CV Joints used in mining applications are excluded from any claim.

## **Universal Joint Driveshafts and Components**

The Company warrants to the original purchaser that Universal Joints, Driveshaft Components and Driveshaft assemblies purchased from the Company will be free of defects in materials and workmanship subject to the following conditions.

The period of warranty will be for:

- a. Passenger vehicles (used exclusively on formed roads) - 12 months or 20,000 kms, whichever occurs first.
- b. Commercial or Off Road vehicles - 3 months or 250 hours, whichever occurs first.
- c. Industrial and Agricultural – 3 months or 250 hours, whichever occurs first.

Claims for replacement of parts will only be processed after inspection and acceptance by the Company and/or its supplier that product is defective in materials or workmanship. These items should be returned freight pre-paid by the Buyer after contacting the Company for return instructions with proof of purchase and documentation stating the reason for the warranty claim.

This Additional Warranty is subject to the following limitations:

- a. Damage caused by improper installation, negligence, misuse, failure to follow our instructions or recommendations, or alterations or repair of goods without our approval is excluded from any Claim.
- b. "Staked Replacement" joints are excluded due to torque capacity limitations of this replacement design. These should be used as an Emergency repair only. The Company sells a range of replacement components rated to match or exceed the original staked joint designs and we strongly recommend their use in replacing unserviceable staked joints.
- c. Any product used in vehicles subject to racing competition of any form, speed trials, performance dyno testing or vehicles that have been modified from the manufacturer's original specifications are excluded except for dimensional defects.
- d. Any Driveshaft or Universal Joint component directly coupled to an internal combustion engine without a torsionally resilient coupling will be excluded from any claim.

## **Hose & Fittings**

Hydraulic hose and hose couplings supplied by the Company are an integrated design, and are to be assembled strictly in accordance with the manufacturer's instructions. The use of non specified products or assembly procedures may reduce the life span of the assembly and/or cause injury. Warranty is void in such circumstances and any liability, expressed or implied, is totally disclaimed.

The welding of any of the Company's products, including, but not limited to, tube welds, weld-ons, salvage, life savers or any other components should only be welded by suitably qualified personnel. The Company does not warrant the performance of such products once welded (except by the Company or its servants). These welded products should be tested and proved for the use intended. Not testing, not proving, faulty fabrication or faulty welding may result in an unsatisfactory or dangerous product.

The goods are warranted to be free from defects in material or workmanship for the life of the goods. The Company will, at its option, replace or repair any goods proved defective in material or workmanship, or both, during the warranty period. This shall be the sole remedy for breach of warranty. Color fade and color difference is not warranted.

This Additional Warranty shall be void to the extent that any of the following, in the sole determination of Seller, occurs: (a) improper installation of the goods, including any installation of the goods into vehicles; (b) improper usage or maintenance by Buyer; (c) induction of defect by other goods; (d) mishandling of the goods or other abuse; (e) improper matching with other applications; (f) collision, engine overheating or oil starvation, good misapplication or contamination, including, but not limited to, with oil or antifreeze; (g) the goods are used for racing or competition; and (h) any use not recommended in writing by Seller.