

HS Company Pty Ltd – Warranty Policy

Warranty is designed to protect you from unforeseen defects in manufacturing materials and workmanship. It is not a guarantee that the product will not fail when the product is used in a manner outside the design parameters of the goods.

Warranty Policy - CV Driveshafts and Components

(Also please refer Terms and Conditions on rear of Invoice)

Hardy Spicer (HS Company Pty Ltd) warrants to the original purchaser 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 purchaser after obtaining approval on the "Request For Credit Authorisation" Form with proof of purchase and documentation stating the reason for the warranty claim. The "Request For Credit Authorisation" Form can be downloaded from <http://www.hardyspicer.com.au/terms.asp>.

This 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.
- 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.

Liability under this warranty is limited to the replacement of the component supplied if accepted by the Company to be defective in materials or workmanship. No liability is accepted for any consequential damage, transport, removal, installation, towing including loss of profits or other economic loss.

Warranty Policy – Universal Joint Driveshafts and Components
(Also please refer Terms and Conditions on rear of Invoice)

Hardy Spicer (HS Company Pty Ltd) 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 km's 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 purchaser after obtaining approval on the "Request For Credit Authorisation" Form with proof of purchase and documentation stating the reason for the warranty claim. The "Request For Credit Authorisation" Form can be downloaded from <http://www.hardyspicer.com.au/terms.asp>.

This 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.
- b. "Staked Replacement" joints are excluded due to torque capacity limitations of this replacement design. These should be used as an Emergency repair only. Hardy Spicer sell 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.

Liability under this warranty is limited to the replacement of the component supplied if accepted by the Company to be defective in materials or workmanship. No liability is accepted for any consequential damage, transport, removal, installation, towing including loss of profits or other economic loss.

HS Company Pty Ltd – Warranty Policy

Warranty Policy – Hose & Fittings

(Also please refer Terms and Conditions on rear of Invoice)

All sales of product are subject to HS Company Pty. Ltd. general terms and conditions of sale. Not excluding, restricting or modifying any term or condition within HS Company Pty. Ltd. general terms and conditions of sale, the following warranty conditions apply:

Hydraulic hose and hose couplings supplied by Hardy Spicer are an integrated design, and are to be assembled strictly in accordance with the manufacturers 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 Hardy Spicer 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 even dangerous product.

Merchandise is warranted to be free from defects in material or workmanship for the life of the merchandise. HS Company Pty Ltd will, at its option, replace or repair any merchandise 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.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HEREBY ARE EXPRESSLY DISCLAIMED. LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY AND INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, HEREBY IS EXPRESSLY EXCLUDED, REGARDLESS OF WHETHER THEY WERE REASONABLY FORESEEABLE, OR WHETHER SELLER HAD KNOWLEDGE THAT THEY COULD OCCUR.

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

Liability under this warranty is limited to the replacement of the component supplied if accepted by the Company to be defective in materials or workmanship. No liability is accepted for any consequential damage, transport, removal, installation, towing including loss of profits or other economic loss.