



Trading as: Transtainer  
Material Logistics Handling Pty Ltd  
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## Material Logistics Handling Pty Ltd

### PRODUCT WARRANTY

#### TERMS AND CONDITIONS

Effective August 2010

1. In this Warranty:
  - a) Transtainer means The Product sold by Material Logistics Handling Pty Ltd on its own behalf;
  - b) Product means The Product identified in the Tax Invoice by the model and/or serial numbers and covered by the Tax Invoice;
  - c) Customer means ONLY the customer that paid for The Product and does not include the use of that Product as a component in a value added process or to produce another product. Transtainer has no warranty commitment to any customer other than the customer that purchased and paid for The Product;
  - d) Purchase Date means the date on which The Product was purchased from Transtainer or its agent or distributor;
  - e) Manufacturer means the manufacturer of The Product;
  - f) Warranty Period means the period commences from the date of The product collection to the expiration of the Manufacturer's Warranty as per clause 16 stated or all otherwise state.
2. The Warranty is offered by Transtainer and accepted by the Customer for the Warranty Period on the terms and conditions set out below.
3. Where a product is designed to the specifications of the Customer (known as Custom Products), the warranty is minimised to include only the parts required to assemble The Product. Internal tanks will carry a warranty of 2 years for example as the tanks are considered a part. The final Custom designed products (The Product) will not be covered by warranty. The Customer will be offered an 'Extended Warranty' agreement at the discretion of Transtainer. This 'Extended Warranty' will be quoted as part of the Sales process.
4. The warranty is void or minimised to the extent that The Product is modified in any form from its original form. The Product must be paid for in full for the warranty to be valid.
5. Subject to paragraph 7 and 8 below, Transtainer may choose to replace The Product from point of sale (currently Dry Creek Adelaide) if Transtainer decides (in its sole discretion) not to have a Product repaired following any Failure of The Product during the Warranty Period.
6. To the fullest extent permitted by law, Transtainer will have no liability under this Warranty for any contributory where The Product use that is not for the intended function during the Warranty Period.
7. If Transtainer chooses to replace The Product, the replacement product will have similar features to The Product, but does not have to be the same as The Product or have the same Manufacturer as The Product. Due to changes in product technology and availability, the replacement product may have a lower selling price than the selling price of The Product. No refund will be given by Transtainer in relation to any difference in price

- between the replacement product and The Product.
8. If Transtainer chooses to replace The Product and Transtainer cannot find a replacement product with similar features to The Product, then Transtainer may choose to pay the Customer the purchase price for any of the materials or components used to manufacture The Product that the Customer paid for on the Purchase Date less any costs for the prior repair or service of The Product. The Customer agrees that such payment will constitute fulfilment of this Warranty and that any repairs that are to be conducted from the point of sale (where The Product was manufactured or shipped at Dry Creek Adelaide and or Pooraka Adelaide). Transtainer may choose at it's discretion to have The Product repaired at any repair centre in Australia or the World.
  9. The Customer agrees that if Transtainer replaces The Product such replacement will constitute fulfilment of this Warranty and this Warranty will come to an end.
  10. The maximum amount payable by Transtainer under the Warranty will not exceed the amount shown on the original receipt for the purchase of The Product (Maximum Warranty Amount).
  11. To the extent that the repair or replacement of The Product exceeds the Maximum Warranty Amount, the Customer must pay to Transtainer that portion of the cost of repairs or the cost of the replacement product above the Maximum Warranty Amount. Transtainer may require this payment (in its sole discretion) before the repairs are conducted, or before the repaired Product is returned to the Customer, or prior to giving the Customer the replacement product.
  12. The Customer acknowledges that the Warranty:
    - a) is not an insurance policy and that Transtainer are not insurers;
    - b) applies in addition to any insurance the Customer takes out;
    - c) applies in addition to any existing warranty included with The Product;
    - d) applies in addition to the Manufacturer's warranty and
    - e) applies only to The Product purchased on the Purchase Date identified in the Tax Invoice and does not apply to any other product purchased from Transtainer (including another product of the same model).
  13. The Warranty applies only in relation to the one Product on the sales invoice.
  14. To make a claim under this Warranty, the Customer must retain The Product and the original receipt for the purchase of the Warranty in relation to The Product. The claim must be made within the applicable Warranty Period. A claim for warranty must have some formal steps of determining if in fact it is a warranty claim or some other contributed or caused the claim event. That determination must be performed at the point of sale, Dry Creek Adelaide. If that determination is done at another site, The Customer must pay for the service fee to the site, if resources are not available from Transtainer. If resources are not available Transtainer reserves the right to nominate a contractor to inspect The Product at the cost of the Customer. The Customer will be responsible for that cost of inspection at a site other than Adelaide Dry Creek.
  15. Maximum product warranty including manufacturer's warranty is **2 years**.
  16. To the fullest extent permitted by law, Transtainer is not required to repair or replace The Product and will have no other liability in respect of The Product in any of the following circumstances:
    - a) any fault, accident, abuse, misuse, damage or deterioration caused by use, storage, transportation or maintenance of The Product or parts of The Product after The Product has been purchased, which is not in accordance with the instructions, recommendations, requirements or directions of the Manufacturer or of The Product;
    - b) the Product has been serviced by or repaired by or interfered with by anyone other than Transtainer or its appointed approved agents;
    - c) the fault, damage or deterioration is caused by a failure to conduct normal maintenance of The Product;
    - d) the part of The Product that requires repair or replacement is not supplied with a warranty from the Manufacturer or the Manufacturer's warranty is for a period of or less than 12 months;
    - e) the part of The Product that requires repair or replacement is excluded from the Manufacturer's warranty;

- f) the fault or defect to The Product or part of The Product is covered by the Manufacturer or distributor for The Product (whether or not through the process of a product recall);
  - g) the serial number of The Product having been defaced, modified or removed;
  - h) the Structural or Container Failure is due to:
    - i. negligence, accidental or deliberate misuse or unauthorised alterations;
    - ii. abnormal wear and tear including any exclusions outlined by the Manufacturer regarding excessive domestic use or commercial use;
    - iii. accidental damage;
    - iv. rust or corrosion;
    - v. water damage to The Product;
    - vi. external sources including but not limited to electrical interference, power surges or voltage fluctuations or
    - vii. infestations of vermin, pests or insects;
  - i) Any part of The Product that is a consumable including but not limited to batteries, fuses, filters, bags, bulbs or lamps,
  - j) The Product or an Warranty in relation to The Product was not purchased by the Customer from Transtainer or
  - k) The Product is sold, leased, licensed or otherwise disposed of by the original Customer.
17. Other than as expressly set out in this Warranty and to the fullest extent permitted by law:
- a) any condition, right, remedy, representation, warranty, condition or undertaking that would be implied in this product warranty by legislation, common law, equity, trade, custom or usage is excluded, restricted or modified by this Warranty; and
  - b) Transtainer will not be liable to the Customer or any other person in respect of any loss, injury or damage including loss of profits or anticipated profits, economic loss, loss of business opportunity and any other loss which may be suffered or incurred directly or indirectly as a result of or in any way connected with The Product or the use of The Product.
18. The rights set out in this Warranty are in addition to any rights which the Customer may have at Law.

For further information contact -

Material Logistics Handling

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