

Warranty

Cesco Australia Ltd warrants to the Customer only that each new Transit Mixer manufactured by and any spare parts also manufactured by Cesco Australia Ltd for its Transit Mixers shall be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of delivery.

This Warranty is subject to the following terms and conditions:

- (a) It does not apply or extend to components or accessory equipment which are not manufactured by Cesco Australia Limited. Cesco Australia Ltd agrees to assign to the Customer on request any manufacturer's warranty under contract or by implication or operation of law to the extent possible.
- (b) All labour costs in replacing defective parts and all costs of transportation of such parts are the responsibility of the Customer.
- (c) Cesco Australia Ltd accepts no responsibility for the effective operation of Transit Mixers which have been mounted or incorporated on a chassis or other device other than by Cesco Australia Ltd's personnel or agents.
- (d) Cesco Australia Ltd will not be responsible for the replacement of wear parts required during the first twelve (12) months of operation.
- (e) If any part of a Mixer (except as specifically excluded in (a), (b), (c) and (d) above) is claimed by the Customer to be defective during the said twelve (12) months period, they must immediately notify Cesco Australia Ltd's distributor in the Customer's area with particulars of the defect. Cesco Australia Ltd may require the defective part to be returned to one of Cesco Australia Ltd's premises.
- (f) Cesco Australia Ltd does not promise facilities for repair or availability of spare parts and will not be liable if there are none.
- (g) The relevant part or parts of the mixer must not have received maltreatment, inattention or interference.

Nothing in this Warranty is to be interpreted as having the effect of excluding, limiting or modifying any condition or warranty, or right or liability, implied by Australian Consumer Law (or any equivalent conditions or warranties implied by other legislation) into the arrangement between Cesco Australia Ltd and the Customer if such exclusion, limitation or modification would be void or prohibited by the legislation.

To the extent that Cesco Australia Ltd breaches any condition or warranty implied into the arrangement between Cesco Australia Ltd and the Customer (subject to statutory rights), Cesco Australia Ltd's liability to the Customer is limited to either:

In the case of goods, any one or more of the following:

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
- (d) the payment of the cost of having the goods repaired; or

And in the case of services, to:

- (e) supply of the services again; or
- (f) payment of the cost of having the services supplied again from Cesco Australia Ltd's approved suppliers.

Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. Cesco Australia Ltd is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of Cesco Australia Ltd's negligence or in any way whatsoever.