

TERMS AND CONDITIONS OF WARRANTY FOR GOODS

1. Warranty and Liability

- 1.1 The Supplier warrants that the Equipment will be free from defects in material and workmanship for the periods set out below commencing from the date of delivery provided that:
 - 1.1.1 the Supplier shall be under no liability in respect of any defects in the Equipment arising from any drawing, design or specifications supplied by the Customer, and;
 - 1.1.2 any such defect in or failure to meet any such specification by the Equipment shall be notified to the Supplier in writing as soon as reasonably possible after the Customer discovers such defect or non-conformity.
- 1.2 Equipment sold by the Supplier is warranted to the extent that the Supplier will, at its sole discretion, repair or replace free of charge any part or parts which are found to be defective due to faulty materials or workmanship subject to the conditions below:
 - 1.3 New Equipment
 - 1.3.1 Jungheinrich Equipment - 12 months or 2000 operational hours from date of delivery (whichever occurs first) and the Equipment is subject to a maintenance agreement taken out with the Supplier (or approved service provider of the Supplier) within 3 months of delivery and continuing throughout the warranty period;
 - 1.3.2 Ameise Equipment - 12 months or 1000 operational hours from date of delivery (whichever occurs first) and the Equipment is subject to a maintenance agreement taken out with the Supplier (or approved service provider of the Supplier) within 3 months of delivery and continuing throughout the warranty period;
 - 1.3.3 Third party Equipment - as per third party Manufacturer's warranty conditions as given by the Manufacturer to the Supplier which the Supplier hereby assigns to the Customer so far as it is able and the Equipment is subject to a maintenance agreement taken out with the Supplier (or approved service provider of the Supplier) within 3 months of delivery and continuing throughout the warranty period.
 - 1.3.4 Manual materials handling Equipment without operating hour meter - 12 months from date of delivery.
 - 1.3.5 Spare parts - 6 months from date of purchase.
 - 1.3.6 Jungheinrich Batteries & Chargers
 - 1.3.6.1 Li-Ion Batteries - 8 years from date of delivery subject to no more than 6000 operational hours during the first three years up to maximum 12000 operational hours over the total warranty period.
 - 1.3.6.2 Lead Acid Batteries - 5 years from date of delivery up to 250 correct charging cycles per year.
 - 1.3.6.3 Gel Batteries – 12 months from date of delivery or 750 correct charging cycles (whichever occurs first).
 - 1.3.6.4 Li-Ion and Lead Acid Chargers (including built-in chargers) - 5 years from date of delivery and the Equipment is subject to an annual service clean by the Supplier (or approved service provider of the Supplier).
 - 1.3.7 Spare parts - 6 months from date of purchase.
 - 1.4 Used Equipment
 - 1.4.1 Jungstars Remanufactured Equipment - 12 months or 1200 operational hours from date of delivery (whichever occurs first) and the Equipment is subject to a maintenance agreement provided by the Supplier (or approved service provider of the Supplier) throughout the warranty period;
 - 1.4.2 Jungstars Batteries & Chargers
 - 1.4.2.1 Li-Ion Batteries – 12 months from date of delivery up to 2000 operational hours.
 - 1.4.2.3 Lead Acid Batteries – 12 months from date of delivery or 250 correct charging cycles (whichever occurs first).
 - 1.4.2.4 Gel Batteries – 12 months from date of delivery or 750 correct charging cycles (whichever occurs first).
 - 1.4.2.5 Li-Ion and Lead Acid Chargers (including built-in chargers) – 12 months from date of delivery.
 - 1.5 All other Used Equipment – warranty as stated at point of sale.
 - 1.6 The Supplier shall be under no liability for any costs or claims that arise in respect of any warranty where: (i) the Customer or any third party incorrectly carries out any modification alteration, repair, maintenance or service of Equipment; (ii) Equipment is used for any purpose other than for which it was intended or supplied; (iii) unauthorised modifications are made to Equipment; (iv) defects are found due to wilful damage, negligence, overloading, misuse, improper operation, neglect, environmental conditions or failure to follow Manufacturer's guidelines or instructions (including failure to follow battery operation, maintenance, charging or topping requirements as applicable); (v) parts are fitted other than as specified by the Manufacturer; (vi) warranty conditions are not adhered to. Items excluded from warranty are components requiring replacement due to wear and tear, paintwork, all accessories. Equipment warranty is non-transferable and proof of purchase may be required. All warranty claims are subject to assessment by the Supplier which reserves the right to decline or reject any claim that does not meet the warranty conditions above.
 - 1.7 In the event of any valid claim under clause 1 being made by the Customer, the Supplier shall be entitled to replace or repair the Equipment (or the part in question) free of charge at the Supplier's sole discretion, but the Supplier shall have no further liability to the Customer. Any component or parts replaced by the Supplier shall become the property of the Supplier.