

## CADDY STORAGE

### LIMITED WARRANTY AGAINST DEFECTS POLICY

This document sets the limited warranty against for certain products manufactured by The trustee for Caddy Equipment Trust trading as Caddy Storage Equipment ABN 28 381 038 644 (referred to in these terms and conditions as '**Caddy Storage**', '**we**', '**us**', or '**our**'). A person who has purchased a Caddy Storage product will be referred to in this document as '**you**' or '**your**'. Where these terms refer to "Approved Models", it includes any canopies or other products covered by this warranty as set out below (including any "Alpha Fibreglass Canopy").

#### 1 DISCLAIMER REGARDING MANUFACTURER WARRANTIES

You acknowledge and agree that any warranties provided by the manufacturer of your vehicle may be void as a result of Caddy Storage supplying goods and services with respect to your vehicle. It is your responsibility to verify this with the provider of such warranties. Caddy Storage will not be liable in any way for any claims or loss suffered in connection with any warranties provided by third parties which cease to be valid or enforceable as a result of Caddy Storage's supply of goods and services under these terms

#### 2 PRODUCTS COVERED BY THIS WARRANTY

The following products manufactured by us (**Approved Models**) are covered by this warranty:

- Alpha Fibreglass Canopies (subject to normal conditions of use), and
- Any additional canopy or storage solution supplied by Caddy Storage after January 2024.

#### 3 WHAT THE WARRANTY COVERS

This warranty applies to any Approved Models for three (3) years from the date you purchase an Approved Model and covers parts and labour required to remedy any defects in an Approved Model.

The warranty only applies to defects that were not caused by your failure to use an Approved Model in accordance with the manufacturer's instructions, failure to take reasonable care of the relevant Approved Model, lack of maintenance or fair wear and tear

##### Ute Canopies – Additional Provisions

- (a) Your Alpha Fibreglass Canopy is covered by Caddy Storage for 3 years from the original date of purchase, subject to normal conditions of use (applicable to canopies purchased after January 2024).
- (b) This warranty specifically applies to:
  - (i) Issues with the actuator in the central locking / locks;
  - (ii) Gas struts needing re-gassing within the first 12 months;
  - (iii) Internal electrical components (excluding any fuses);
  - (iv) Spare parts that legitimately fail due to poor manufacturing within the first 12 months; and
  - (v) Canopy exterior paint defects, which includes paint runs, low gloss, overspray, waves, pinholes, tape marks, polishing and/or sanding marks, and visibility of dust/dirt in the paint at the time of installation.

##### Glass Breakage Disclaimer

- (c) No warranty period is offered relating to the breakage or scratching of glass on any of Caddy Storage's products (including canopies) once the product has been collected by you or delivered to a third party (including car dealerships, freight companies, or carriers).

## **What the Warranty Does Not Cover**

- (d) The warranty specifically excludes and does not apply to the following:
- (i) Any modifications and/or work carried out on the canopy or other Approved Models by anyone other than Caddy Storage or its authorised dealers;
  - (ii) Damage to an Approved Model during installation by a non-authorised installer;
  - (iii) Mistreatment, neglect, improper repair, or lack of maintenance;
  - (iv) General wear and tear;
  - (v) Scratched and broken glass;
  - (vi) Scratching on the stem of gas struts;
  - (vii) Twisted or bent gas struts;
  - (viii) Impact or damage due to alteration, acts of nature, terrorism, vandalism/theft, collision, road hazards, or adverse conditions;
  - (ix) Damage and/or fading to paint from stone chips, hail, windstorms, chemical/industrial fallout, bird or animal droppings, or any other environmental condition (including underground mining or highly corrosive environments);
  - (x) Damage or wear and tear to the vehicle paint finish caused by the canopy tailgate resting on the vehicle tailgate; and
  - (xi) Any expenses, liabilities, or losses that extend beyond the cost of repairing or replacing an Approved Model.

## **4 HOW TO MAKE A CLAIM UNDER THIS WARRANTY**

### **4.1 MAKING A CLAIM**

If, within three (3) years of the purchase date, you believe that an Approved Model you purchased is faulty, please contact us by using the email address provided in the header of this warranty document with full details of the fault (including images, if possible).

If we determine, in our absolute discretion:

- (a) that the relevant Approved Model is faulty and covered by this warranty, we will provide you with a repair of the Approved Model at our cost; or
- (b) that the relevant Approved Model is not faulty, or is faulty due to lack of maintenance, fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your warranty claim.

If the claim relates to an Alpha Fibreglass Canopy, we may, at our option, repair or replace the canopy or take other corrective action

### **4.2 EXPENSES RELATED TO REPAIR**

Any repairs of an Approved Model must be conducted on a Caddy Storage Branch Location or on a Caddy Storage-approved Affiliate store.

## **5 NO OTHER WARRANTIES**

To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this warranty document, or in written terms and conditions issued by us, are excluded.

For clarity, Caddy Storage does not offer any assurance or warranty for glass breakage or scratching after delivery, including glass used in canopies or any other goods supplied by Caddy Storage.

**6 LIABILITY**

To the maximum extent permitted by law, we exclude any liability that may arise as a result of you pursuing a warranty claim in accordance with this warranty document.

**7 JURISDICTION**

This warranty document is governed by the laws of New South Wales, Australia.