

AQUABAY MARINE PTY LIMITED T/A SKAMPER KAMPERS

SKAMPER KAMPER PRODUCT WARRANTY

1. Your trailer is warranted against defects in material and workmanship:
 - (a) A 12 month structural chassis warranty on all off road trailers and 12 months on all other trailers.
 - (b) in respect of the canvas component of the tent, subject to fair wear and tear (having regard to use), for a period of 1 year;
 - (c) in respect of all trailer parts (other than the chassis), for a period of 1 year; and from the date of supply of the trailer to you.

2. This warranty does not cover tyres, wear parts, rubber, paintwork, zips, flyscreens, clips, cords (on the tent and the trailer), discolouration, surface rust, damage caused by fair wear and tear or misuse.

3. This warranty only applies:
 - (a) to the original purchaser of the trailer and not to any subsequent owner;
 - (b) where the trailer is used for personal use and not rented, hired or otherwise used for commercial purposes;
 - (c) where you have not made any modification to the trailer;
 - (d) if you use the trailer for the purpose for which it was designed; and
 - (e) if you properly maintain the trailer and the tent.

4. Our liability is limited, to the extent permitted by the Australian Consumer Law, to the repair or replacement of the trailer or of a component.

5. Subject to the Australian Consumer Law we will not be liable for any consequential loss caused as a consequence of the failure of the trailer or component. In particular we will not be liable for any transport, accommodation, towing or recovery costs or for the damage to any items that were in the trailer which were not part of the trailer.

6. You must make the trailer or component concerned available for inspection by us, at the premises from which the trailer or component was purchased, before we will accept any warranty claim.

7. We reserve the right to repair or replace the whole or part of the trailer under this warranty. We will not be liable for the cost of any work to the trailer carried out by a third party and/or contractor if we have not first agreed in writing to the work being carried out under the terms of this warranty.

8. Any component which we authorise you to replace under this warranty must be returned to us for inspection and will become our property after replacement. You agree to promptly deliver these components to us at your expense.

9. You must pay the costs of returning the trailer or component to us, when making any warranty claim, and you must also bear the costs of returning the trailer or component to you after it has been repaired or replaced by us.

10. All warranty claims must be made in writing. For the purposes of this warranty the term "*writing*" includes emails or documents forwarded to us by facsimile transmission.