

WARRANTY

Pilot Air Compressors Pty Ltd manufactured goods - 1 Year Warranty and 3 Year Warranty (where applicable)

February 2012

Pilot Air Compressors Pty Ltd (Pilot Air) warrants to the first purchaser of goods (manufactured by it) (Product) from Pilot Air and the last purchaser prior to installation that, subject to compliance with the Conditions of Warranties below that:

- 1. For a period of 12 months from the date of purchase, the Product will be free from defects due to defective factory workmanship or materials; and**
- 2. For a period of 12 months from the date of purchase that Pilot Air branded accessories supplied by Pilot Air will be free from defects due to defective factory workmanship or materials.**
- 3. The compressor pump only (and excluding all other components of the unit) in the following units:**
 - TM Series Units**
 - Classic K Series Units**
 - Petrol Industrial Series Units**
 - Three Phase Industrial Series Units**

will be free from defects due to defective factory workmanship or materials for a period of 3 years from the date of purchase.
- 4. The 'DCR' and 'FP' Series of Rotary Screw type compressors will be free from defects due to defective factory workmanship or materials for 3,000 working hours in the first 12 months from the date of purchase. This warranty is extended to a period of 2 years for the air end of the DCR and FP Series Compressors.**
- 5. Where compressors are powered with either petrol or diesel engines, the engine only is subject to the warranty provided by the manufacturer of the engine.**
- 6. Non Pilot Air accessories (meaning accessories which are not Pilot Air manufactured and branded) which are supplied by Pilot Air are not covered by this warranty. Purchasers are referred to the individual manufacturer's warranty. Purchasers can request a copy of the applicable warranties by contacting Pilot Air using the contact details below.**

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Conditions of Warranties

- a) **The warranties specified herein are subject to the following conditions:**
- b) **Pilot Air will not be liable for a breach of any of its warranties unless the Claimant provides proof of purchase of the Product and makes a written claim to Pilot Air at the address set out below, either within 30 days after the defect would have become reasonably apparent, or if the defect was reasonably apparent prior to installation, then the claim must be made prior to installation;**
- c) **The warranties are not transferable;**
- d) **The Product must be installed, operated, maintained and serviced strictly in accordance with the relevant Pilot Air literature current at the time of installation and must be installed in conjunction with the components or products specified in the Pilot Air literature. To obtain copies of such literature go to www.pilotair.com.au or telephone Pilot Air on (02) 9648 3099;**
- e) **If the claimant chooses to rely upon any warranty specified herein the claimant's sole remedy under the warranty for breach of the warranty is (at Pilot Air's option) that Pilot Air will either supply replacement Product, rectify the affected Product or pay for the cost of the replacement or rectification of the affected product;**
- f) **In the circumstances where the guarantees under the Australian Consumer Law do not apply in respect to the purchase of its Products, Pilot Air will not be liable for any losses or damages (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, arising in contract or negligence or howsoever arising. Without limiting the foregoing, Pilot Air will not be liable for any claims, damages or defects arising from misuse of the Product, inadequate maintenance and storage of the Product, repairs rendered necessary or arising from the use of non-genuine Pilot Air parts in the product, normal wear and tear maintenance of the Product, deterioration of any part of the Product due to normal wear and tear, work performed on the Product other than by an authorised Pilot Air service technician or their agent, use of the Product for any purpose other than which it was intended to be used, use of the Product after essential parts and accessories have been removed, operating the Product continuously under excessive load, and if the serial/model label has been removed or obscured on the Product;**
- g) **In circumstances where the guarantees under the Australian Consumer Law do not apply in respect to the purchase of its Product/s: all warranties, conditions, liabilities and obligations other than those specified herein are excluded to the fullest extent allowed by law.**
- h) **Parts repaired or replaced under any warranty specified herein are warranted only for the remaining period of the original warranty period.**
- i) **All defective parts that are the subject of a claim under any warranty specified herein become the property of Pilot Air.**

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- j) **The warranties specified herein do not apply to the following parts or conditions and cannot be relied upon in the situation whereby:**
- i. **any Pilot Air product or part has been subject to misuse, negligence, accidental damage, improper or inadequate use, inadequate maintenance or improper storage or been operated under unusual conditions or continuously under excessive load;**
 - ii. **the defect has been caused by the use of non genuine Pilot Air parts;**
 - iii. **the defect or deterioration was due to normal use, fair wear and tear and exposure, unless due to any defect in material or workmanship;**
 - iv. **work was undertaken on any Pilot Air product or part by an unauthorised Pilot Air agent;**
 - v. **the serial /model label has been removed from any Pilot Air product or part;**
 - vi. **normal maintenance items/parts including valves and piston rings**
- k) **Warranty repairs on all 240 Volt and portable units shall be on a back to base basis that the Claimant is required to return the Product to the nominated warranty agent as advised by Pilot Air, provided that such costs are not significant;**
- l) **The replacement or repair of any defective part or correction of operating faults under any warranty specified herein is to be made only after Pilot Air, or its authorised representative, have examined the unit to their satisfaction, with their decision being final.**
- m) **In the circumstances where Pilot Air accepts or it is determined by Pilot Air that the claimant has a valid claim under this warranty, and subject to paragraph (m) below, Pilot Air will bear all of the claimant's reasonable and proximate expenses incurred as a result of claiming under this warranty. The claimant is to inform Pilot Air in writing to the address identified below within 21 days from when the claimant first makes a claim under this warranty of all such claims and expenses and provide it with copies of all receipts and invoices where relevant before any reimbursement is made by Pilot Air to the claimant. The claimant is responsible for all other costs of claiming under this warranty.**
- n) **Pilot Air will not be responsible for any courier, transport or freight related costs whatsoever associated with the return to it of any defective Product that have not first been approved by it. Pilot Air reserves the right to first inspect any defective Product and decide how, if at all, the defective Product is to be returned to it. Any unapproved courier, transport or freight related costs will be to the claimant's account.**

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Important Note:

If you acquire goods from Pilot Air as a consumer according to the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Any rights a consumer may have under any warranty specified herein are in addition to other rights and remedies of a consumer under a law in relation to the goods to which these warranties relate. Nothing in this document shall exclude or modify any legal rights a customer may have under the Australian Consumer Law or otherwise which cannot be excluded or modified at law.

Contact details if you wish to make a claim under any warranty specified herein:

For more information or to make a claim under any warranty specified herein please telephone Pilot Air on 1300 667 579 , email Pilot Air via our website: <http://www.pilotair.com.au> or write to Pilot Air at:

**Pilot Air Compressors Pty Ltd
115 Beaconsfield St
Silverwater NSW 2128
(P O Box 277 Ermington NSW 1700)**

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