

LIMITED **Five (5)** WARRANTY for **MECHANICAL COMPONENTS** LIMITED **Two (2)** YEAR WARRANTY for **ELECTRICAL COMPONENTS**

T-Max Australia Pty Ltd (T-Max) warrants to the original purchaser that

(a) the mechanical components of the "T-Max" recovery winch will be free of defects in material and workmanship for a period of five (5) years from the original date of purchase of the winch, and

(b) the electrical components will be free of defects in material and workmanship for a period of two (2) years from the original date of purchase of the winch.

This Warranty applies only to the original purchaser of the winch. To obtain any warranty service, you must provide T-Max with proof of purchase and date of purchase acceptable to T-Max, such as a copy of your purchase receipt. This warranty does not cover the removal or reinstallation of the winch. T-Max will, at its option, repair, supply spare parts, replace or refund the purchase price of a defective winch or component, provided you return the defective winch or component during the warranty period, transportation charges prepaid, to T-Max or a Factory Authorised Service Centre.

Send your name, address, telephone number, a description of the problem, and a copy of your receipt bearing the T-Max serial number of the defective winch and date of purchase.

This warranty does not apply (i) to finish, synthetic rope and wire rope, or

(ii) if the winch has been damaged by accident, abuse, tampering, misuse, collision, overloading, modification, misapplication, improper installation, or improper service. This warranty is void if any T-Max serial number has been removed or defaced. Commercial or industrial use or application, or any hoisting application of the winch voids the warranty.

THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY WHICH BY LAW MAY NOT BE EXCLUDED IS LIMITED IN DURATION TO ONE YEAR FROM THE DATE OF ORIGINAL RETAIL PURCHASE OF THE PRODUCT.

No T-Max dealer, agent or employee is authorised to make any modification, extension or addition to this warranty. T-Max SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWN TIME OR LOSS OF USE) UNDER ANY LEGAL THEORY, EVEN IF T-MAX WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion of implied warranties or the exclusion or limitation of liability for incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights. You may also have other rights that vary from state to state.

T-Max reserves the right to change Product design without notice. In situations in which T-Max has changed a Product design, T-Max shall have no obligation to upgrade or otherwise modify previously manufactured Product/s.

