



SAMMITR MANUFACTURER'S WARRANTY

For SMM Steel Canopies

Dated 12 May 2014

ALL COMPLETED WARRANTY FORMS MUST BE SENT VIA EMAIL TO: WARRANTY@SAMMITR.COM.AU OR FAX TO (03) 9706 7209

THIS SECTION MUST BE COMPLETED BY AN *AUTHORISED INSTALLER* AT TIME OF INSTALLATION.

INSTALLATION BY *UNAUTHORISED INSTALLER* WILL VOID THIS WARRANTY.

VEHICLE MODEL: _____ CANOPY SERIAL NUMBER: _____

VEHICLE REGO: _____ VEHICLE MILEAGE: _____ km

DATE OF PURCHASE ____/____/____ DATE OF INSTALLATION: ____/____/____

SOLD BY (RESELLER COMPANY NAME): _____

NAME OF *AUTHORISED INSTALLER*: _____

SIGNATURE OF *AUTHORISED INSTALLER*: _____

NAME OF CUSTOMER: _____

SIGNATURE OF CUSTOMER: _____

DEFINITION OF *AUTHORISED INSTALLER* IS IN CLAUSE 8 AND IS REPEATED BELOW:

(i) WHERE THE *PRODUCT* HAS BEEN SOLD BY *AUTHORISED RESELLER*, THEN "*AUTHORISED INSTALLER*" MEANS AN INSTALLER APPOINTED BY *AUTHORISED RESELLER*;

(ii) WHERE THE *PRODUCT* HAS BEEN SOLD BY *SAMMITR*, "*AUTHORISED INSTALLER*" MEANS AN INSTALLER APPOINTED BY *SAMMITR*

The meanings of words appearing in italics in this document are set out under the heading "Definitions" in clause 8 below. *SMM* is the manufacturer of the *Product*. *SAMMITR* is the importer of the *Product*. This *Warranty* is provided by *SAMMITR*.

1. **WARRANTY**

- 1.1 The benefits to *Customer* given by this *Warranty* are in addition to other rights and remedies of *Customer* under a law in relation to the goods or services to which this *Warranty* relates.
- 1.2 *SAMMITR* only warrants that if there is any defect in factory materials or factory workmanship in the *Product* during the *Warranty Period* then *SAMMITR* will (at its own cost) rectify the defect. This warranty needs to be read and understood together with all the other information contained in this document.
- 1.3 *SAMMITR*'s rectification of the defect referred to in clause 1.2 may include repair, replacement of the defective part or replacement of the *Product*.
- 1.4 If *SAMMITR* determines that replacement of the *Product* is appropriate then if a replacement of the *Product* is unavailable, *SAMMITR* will (at its option) replace the *Product* with a similar product or pay the residual value of the *Product*.
- 1.5 This *Warranty* only applies to a *Product* which:
- (a) has been purchased new from an *Authorised Reseller* or *SAMMITR*; and
- (b) either has not yet been installed or if the *Product* has been installed it was installed by an *Authorised Reseller* or *SAMMITR*;
- 1.6 This *Warranty* does not cover any defect which arises from the way in which the installation of the *Product* was performed.
- 1.7 The *Warranty Period* is as set out below.

Products	Warranty Period
SMM Steel Canopies	<p>(a). Domestic Use*</p> <p>*Domestic Use means that during the majority of time in which the vehicle, on which the <i>Product</i> is installed, has been used, that vehicle has been used for non-commercial purposes.</p> <p>In the case of Domestic Use, the <i>Warranty Period</i> is:</p> <p>(i) Body of Canopy - 3 years from date of purchase of the <i>Product</i>, or 45,000 km travelled by the vehicle on which the <i>Product</i> is Installed, whichever occurs earlier;</p> <p>(ii) Paint (with EDP coating) - 2 years from date of purchase of the <i>Product</i>, or 30,000km travelled by the vehicle on which the <i>Product</i> is installed, whichever occurs earlier;</p> <p>(iii) Paint (without EDP coating) - 1 year from date of purchase of the <i>Product</i>, or 15,000km travelled by the vehicle on which the <i>Product</i> is installed, whichever occurs earlier;</p>

	<p>(iv) Parts - 1 year from date of purchase of the Product, or 15,000km travelled by the vehicle on which the <i>Product</i> is installed, whichever occurs earlier.</p> <p>(b) Commercial Use** **Commercial Use means that that during the majority of time in which the vehicle, on which the Product is installed, has been used, that vehicle has been used for commercial purposes. By way of example only, and without limitation, for the purposes of mining, hire vehicle, trades, delivery and logistics.</p> <p>The vehicle will be deemed to have been used for commercial purposes (for the purposes of determining the application or otherwise of this <i>Warranty</i>) if the Product was purchased by a commercial organisation (including a company, partnership or individual using an ABN).</p> <p>In the case of Commercial Use, the <i>Warranty Period</i> is 1 Year from date of purchase of the Product or 15,000km, whichever occurs earlier.</p>
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2. WHAT CUSTOMER MUST DO TO BE ENTITLED TO CLAIM UNDER THIS WARRANTY

- 2.1 *Customer* must have done the following to be entitled to make a claim under this *Warranty*:
- (a) return the *Product* to the premises of *Authorised Reseller* where the *Product* was purchased (check top of page 1 of this *Warranty* for details). If purchased from SAMMITR then return the *Product* to SAMMITR;
 - (b) for a *Product* fitted to a vehicle, bring the vehicle fitted with the *Product* to the premises of *Authorised Reseller* where the *Product* was purchased provided that the *Product* was installed by an *Authorised Installer* (check top of page 1 of this *Warranty* for details). If purchased from SAMMITR and installed by an *Authorised Installer* then bring the vehicle fitted with the *Product* to the premises of SAMMITR;
 - (c) provide proof of purchase of the *Product* from SAMMITR or from *Authorised Reseller*;
 - (d) provide this *Warranty* with the details at the top of page 1 completed and signed by *Customer* and *Authorised Reseller*;
 - (e) with *Authorised Reseller*, complete a *Warranty Claim* with a full description of the defect (including *Customer* and *Authorised Reseller* contact details, inspection date, vehicle registration, vehicle mileage at installation, vehicle mileage at warranty inspection date, photograph of the alleged defect and any other information to describe the alleged defect);
 - (f) together with *Authorised Reseller* must submit the *Warranty Claim* during the *Warranty Period* to SAMMITR at:
Unit 2, 14 Lonsdale Street, Dandenong, VIC 3175, Australia
or fax: +61 3 97067209 or email: support@sammitr.com.au; and
 - (g) satisfy SAMMITR that the terms of this *Warranty* apply to *Customer's Warranty Claim*.
- 2.2 Incomplete *Warranty Claims* will be rejected and will not be processed. *Authorised Reseller* and *Customer* will be informed of this rejection of the *Warranty Claim*.
- 2.3 SAMMITR will review the *Warranty Claim* and advise whether the terms of the *Warranty* have been satisfied. Where SAMMITR advises that the *Warranty Claim* satisfies the terms of the *Warranty* then SAMMITR will carry out the rectification of the defect referred to in clauses 1.2, 1.3 and 1.4.
- 2.4 If SAMMITR is of the opinion that it requires a physical inspection of the *Product* then SAMMITR may elect either to have the *Product* delivered to its premises from *Authorised Reseller's* premises or to send one of its representatives to *Authorised Reseller's* premises to inspect the *Product*. The responsibility for the bearing of the cost associated with such delivery and inspection are referred to in clause 4.3 of this document.

3. CIRCUMSTANCES WHERE THIS WARRANTY DOES NOT APPLY

- 3.1 This *Warranty* will not apply if the defect in factory materials or factory workmanship has been caused or contributed to by a failure to properly:
- (a) use the *Product* in accordance with the recommendations and instructions, and the capacity and operating limitations, specified for the *Product* in any documentation provided (including electronically) to *Customer* at any time; or
 - (b) care and maintain the *Product* including (but not limited to) complying with the *Care and Maintenance Instructions* described in the Attachment to this *Warranty*, including any care and maintenance instructions specified in any documentation provided (including electronically) to *Customer* at any time.
- 3.2 This *Warranty* will not apply if the claimed defect in the *Product* is caused by or is attributable to:
- (a) installation of the *Product*;
 - (b) incorrect fitment or adjustments;
 - (c) normal wear and tear of the *Product*;
 - (d) any *Modification* of the *Product*;
 - (e) use of non-genuine SMM components in the *Product*;
 - (f) any damage incurred during transportation or handling of the *Product* (as a precaution a *Customer* may purchase insurance, at their own cost);
 - (g) unusual or improper use, or negligent use or misuse of the *Product*;
 - (h) racing or competition use;
 - (i) any accident;
 - (j) strenuous or extreme off-road use of the vehicle on which the *Product* is installed;
 - (k) alterations, tampering or modification to the original factory design of the *Product*;
 - (l) use of the *Product* on vehicles with modifications not approved by SAMMITR;
 - (m) removing or defacing of the *Product's* serial number;
 - (n) paint or seal damage due to high pressure washes;
 - (o) paint scuffing on any part of the vehicle caused by the *Product*;

- (p) paint damage due to bird droppings or chemical agents;
- (q) minor paint shade variations as the *Product* is colour coded and not colour matched – variations in paint colour and shades exist in vehicles with the same colour code;
- (r) driving the vehicle with canopy windows or doors open;
- (s) surface rust or minor surface cracking (as this does not constitute a structural defect);
- (t) fuses and light globes;
- (u) loading of the *Product* with weights in excess of that specified by SAMMITR in any documentation provided (including electronically) to *Customer* at any time (100kg for roof on canopies);
- (v) use of the *Product* after the defect is known;
- (w) damage caused by theft or by moving objects striking the vehicle (including inside the vehicle);
- (x) damage as a result of towing;
- (y) damage caused by industrial fallout including chemicals or sealants;
- (z) fire, flood, lightning or other acts of G-d;
- (zz) damage caused by atmospheric fallout including hail and salt; or
- (zzz) repossession under financing agreement

4. COSTS AND EXPENSES OF MAKING WARRANTY CLAIM

- 4.1 Expenses incurred by *Customer* in making a claim under this *Warranty* are to be borne by *Customer*. Subject to any applicable law which provides otherwise, *Customer* is required to bear all costs and expenses incurred in taking the *Product* to, and collecting the *Product* from, the premises of *Authorised Reseller* from which *Customer* purchased the *Product* (or to and from the premises of SAMMITR where *Customer* purchased the *Product* from SAMMITR).
- 4.2 Parts used and labour supplied in carrying out the *Warranty Service* at *Authorised Reseller's* premises are free of charge to *Customer* where the *Warranty Claim* has been accepted as valid by SAMMITR.
- 4.3 If SAMMITR is of the opinion that it requires to do a physical inspection of a *Product* which has been returned to *Authorised Reseller* (in addition to *Authorised Reseller's* inspection of the *Product*) then SAMMITR may elect either to have the *Product* delivered to its own premises or to send one of its own representatives to *Authorised Reseller's* premises to inspect the *Product*. If following that physical inspection SAMMITR determines that the *Warranty Claim* is a valid one then SAMMITR will pay all the costs of such delivery and inspection including return delivery to *Authorised Reseller*. If SAMMITR determines that the *Warranty Claim* is not a valid one then *Customer* will need to bear the costs of any delivery return of the *Product* from SAMMITR's premises to *Authorised Reseller's* premises.

5. TRANSFER

This *Warranty* can be transferred to a subsequent owner of the *Product* if:

- (a) there is written proof of such transfer of ownership;
- (b) the *Product* remains with the vehicle on which the *Product* was originally installed; and
- (c) the new owner can produce this *Warranty* with the section on the top of page 1 completed.

6. OTHER LOSS

This *Warranty* covers only the remedies set out in clauses 1.2, 1.3 and 1.4. No claim for any other remedy or relief of whatever nature (including, without limitation, a claim for lost time, inconvenience or other direct or indirect or consequential loss and whether based in contract, negligence or other legal cause of action), will be recognised under this *Warranty* notwithstanding that such claim may arise from a defect in factory materials or workmanship in the *Product*. However, *Customer* can pursue any rights and remedies which may be available to *Customer* under any relevant law in connection with the supply of the *Product*.

7. YOUR RIGHTS UNDER 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 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.

8. DEFINITIONS

- (a) *Authorised Reseller* means a retail outlet which has been authorised by SAMMITR to sell and install the *Product*;
- (b) *Authorised Installer* is:
 - (i) where the *Product* has been sold by *Authorised Reseller*, then "*Authorised Installer*" means an installer appointed by *Authorised Reseller*;
 - (ii) where the *Product* has been sold by SAMMITR, then "*Authorised Installer*" means an installer appointed by SAMMITR;
- (c) *Care and Maintenance Instructions* means the Instructions For Care And Maintenance Of SMM Steel Canopy Products set out in the Attachment to this *Warranty*;
- (d) *Customer* means the customer identified in the top section of page 1 of this document;
- (e) *Modification* means any modification to the *Product* which was carried out without SAMMITR's prior written approval;
- (f) *Product* means an SMM steel canopy product which is manufactured by SMM and which is imported by SAMMITR and which is identified in the top section of page 1 of this document. *Products* has a corresponding meaning;
- (g) SAMMITR means SAMMITR (Australia) Pty Ltd (ABN 58 153 617 773) of Unit 2, 14 Lonsdale Street, Dandenong 3175, Australia; fax: +61 3 97067209; email: support@sammitr.com.au;
- (h) SMM means Sammitr Motors Manufacturing Public Company Limited, Thailand of 39 MOO 12 Petchkasem Rd., Om-Noi Kratumban, Samuthsakorn 74130, Thailand;
- (i) *Warranty* is the express product warranty set out in clauses 1.2 to 1.7 inclusive of this document, and to be read and understood together with all the other information contained in this document (including the Attachment);

- (j) *Warranty Period* means the warranty period identified in clause 1.7 of this document;
- (k) *Warranty Service* means the warranty service referred to in clauses 1.2, 1.3 and 1.4 of this document;
- (l) *Warranty Claim* means a claim submitted by Customer against this *Warranty*.

SAMMITR Contact Details
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Australia
P: 03 9706 7194
Fax: +61 3 9706 7209
Email: support@sammitr.com.au

ATTACHMENT TO SAMMITR'S MANUFACTURER'S WARRANTY FOR SMM STEEL CANOPIES

Dated 12 May 2014

INSTRUCTIONS FOR CARE AND MAINTENANCE OF SMM STEEL CANOPY PRODUCTS

IF THESE CARE AND MAINTENANCE GUIDELINES ARE NOT ADHERED TO, THEN THE SAMMITR MANUFACTURER'S WARRANTY WILL NOT APPLY

1 Clamps and Bolt/Nut Assembly

Inspect the mounting clamps or bolts that hold the canopy to the vehicle one month after installation date - check that they are still fastened correctly. If travelling on sealed roads only, inspect the mounting clamps or bolts that hold the canopy to the vehicle every three months to ensure that the connections are still sound and not loose.

NOTE: When travelling off-road or on unsealed and rough roads on a regular basis, re-check mounting clamps or bolts at a minimum of every month or as required to ensure the connections are still sound and not loose.

The four securing clamps or bolt/nut assembly (dependent upon installation method) are located under the rubber grommets, two on each side of the canopy. Remove the grommets and check the clamps or bolt/nut assembly. If the clamps or bolt/nut assembly can be shifted or twisted upon application of gentle sideways or twisting finger pressure, they require tightening. See your *Authorised Reseller* immediately to tighten the clamps or bolt/nut assembly. In an emergency situation and only if safe to do so, you may tighten the clamp or bolt/nut assembly sufficiently to secure the canopy in order to safely drive it to your *Authorised Reseller*.

Before tightening, ensure the canopy is still in the correct position of the vehicle. The tension setting for the clamps is 7nm torque, this is a 'light tension'. If clamps or bolt/nut assembly are damaged or deformed during installation or use in any way they, they must be replaced with *SAMMITR* Spares from the *Authorised Reseller*. Damage to the canopy or the vehicle may result if this condition is not rectified quickly. Any ensuing damage due to poor installation or negligence will not be covered under this *Warranty*.

2 Roof Rails

The roof and roof rails provided can support up to 100kg of vertical and side load if properly secured. The load weight should be distributed evenly along both rails. Do NOT place full load on a single rail or a single point along the rail as damage may result and will not be covered by *this Warranty*.

NOTE—USE ORIGINAL SPARE PARTS, DO NOT OVER-TIGHTEN (CLAMPS, BOLT/NUT and ROOF RAILS)

Please note, any damage to the parts, the vehicle or canopy caused by use of non-genuine *SAMMITR* parts and over-tightening of clamps, bolt/nut assemblies is not covered under this *Warranty*.

Any damage to canopy or accessories caused by use of non-genuine *SAMMITR* parts and over-tightening of bolts securing the roof rails to the canopy or use of non *SAMMITR* approved bolts is not covered under this *Warranty*.

3 Drainage Holes

Check drainage holes regularly on the bottom section of the window to ensure they remain clear of any debris, so that water can escape from the window channels. Do not allow drainage holes to remain blocked.

4 Cleaning Exterior

Keep the exterior of the canopy clean and free from bird droppings, dirt and dust build up and foreign contaminants or harsh chemicals. Do not use any abrasive materials when cleaning the canopy or glass, use approved and mild motor vehicle cleaning or polishing products recommended by the vehicle manufacturer for cleaning your vehicle. High-pressure washers are not to be used too close to the canopy as damage to the paint and seals may occur and will not be covered under this *Warranty*.

Seals - Clean rubber seals in and around the window and door seals regularly using a warm damp cloth and a small amount of mild automotive car wash. Do not allow dust or dirt build up in and around rubber window and door seals or on canopy surfaces as they will act as abrasives and damage the seals and the paint on the vehicle or canopy. These are not covered by *this Warranty*.

5 Moving Parts (Locks and Hinges)

Regularly lubricate lock and key recess on rear tailgate and side window locks using a suitable lubricant (suggest TRI-FLOW™ "Superior Lubricant"). Regularly Lubricate door hinges (suggest TRI-FLOW™ "Red Grease"). Frequency of lubrication is dependent upon use. Under normal use (<10 times per day), lubrication every 3 months is sufficient. For frequent and heavy use, monthly lubrication is recommended.

6 Rear Canopy Door Side stoppers

The two rear tailgate stoppers are adjusted at installation to secure the rear tailgate door from sideways movement, especially during vehicle operation. Check the position of the stoppers at installation. If the stoppers have loosened or if the rear tailgate door is able to move sideways when closed or vibrates under vehicle operation, return the vehicle to the *Authorised Reseller* immediately for adjustment - this is part of the *Authorised Reseller's* and Installer's responsibility. Six monthly inspections are recommended under normal domestic use and for commercial use, inspection every month is recommended.

Damage to the canopy or the vehicle may result if this condition is not rectified quickly. Any ensuing damage due to poor installation or negligence will not be covered under this *Warranty*.