



WARRANTY

PRODUCT WARRANTY TERMS AND CONDITIONS

The warranty Forklift Scales provides on the hardware products it supplies and installs, and how to make a claim under it.

ISSUED BY

Forklift Scales Pty Ltd
ABN 90 645 960 612

APPLIES TO

**The customer named on the Forklift Scales tax
invoice for the Product**

Forklift Scales Pty Ltd (ABN 90 645 960 612) (“Forklift Scales”, “we”, “us” or “our”) provides the following warranty (“Warranty”) on the terms set out in this document (“Terms”) to the customer who purchased the Product from Forklift Scales (“Customer”, “you” or “your”).

QUICK REFERENCE	
Warranty period	12 months from the date of Forklift Scales' tax invoice for the Product
Covers	Defects in materials and workmanship under normal use, subject to the exclusions in section 4
Water / dust ingress	Not covered unless the Product carries a manufacturer IP rating, and then only within the scope of that rating — see section 5
Remedy	Repair, replacement, or credit, at Forklift Scales' sole discretion — see section 7
How to claim	Contact Forklift Scales on 07 3123 6920 or admin@forkscales.com.au with your invoice/PO number and a description of the fault

01 APPLICATION OF THESE TERMS

These Terms apply to all hardware products supplied and/or installed by Forklift Scales to the Customer, including (without limitation) in-vehicle and in-plant cameras, monitors, digital video recorders, touch panels and control units, tablets, sensors, and associated cabling and mounting hardware (each a “Product”).

These Terms apply automatically to every Product supplied by Forklift Scales unless Forklift Scales has agreed different warranty terms with the Customer in writing, signed by a director of Forklift Scales. These Terms cover the Product itself only. They do not cover installation workmanship or labour, which (where offered by Forklift Scales) is covered under separate terms agreed with the Customer.

02 WARRANTY PERIOD

Each Product is warranted for a period of **12 months from the date of Forklift Scales' tax invoice** for that Product (the “Warranty Period”), regardless of the date on which the Product is installed or first used.

A different Warranty Period applies instead of the 12-month period above only where Forklift Scales has expressly agreed a different period in writing for the relevant Product — for example, on Forklift Scales' tax invoice or in a signed warranty schedule referencing these Terms. Any such different period (whether longer or shorter) applies only to the specific Product, customer, and purchase it is stated to cover, and does not otherwise vary these Terms.

03 WHAT IS COVERED

Subject to section 4 (What is Not Covered) and section 5 (Water, Moisture and Dust Ingress), Forklift Scales warrants that during the Warranty Period each Product will be free from defects in materials and workmanship, and will operate substantially in accordance with its published specifications, when installed, used, and maintained for its intended purpose in accordance with Forklift Scales' and the manufacturer's instructions.

04 WHAT IS NOT COVERED

This Warranty does not cover, and Forklift Scales is not liable for, any fault, loss, or damage caused by or related to:

- a. normal wear and tear, including fading, scratching, or discolouration of housings, lenses, screens, or cabling;
- b. accident, misuse, abuse, negligence, or use of the Product other than as intended or instructed by Forklift Scales or the manufacturer;
- c. installation, modification, tampering, or repair carried out by anyone other than Forklift Scales or an Forklift Scales-authorized technician;
- d. vehicle or plant accident, collision, rollover, fire, flood, or theft;
- e. incorrect voltage, power surge, static discharge, or a fault in the vehicle's or site's electrical system;
- f. pests, vermin, rodents, or foreign objects;
- g. consumable or wear items — including memory/SD cards, stylus pens, batteries, fuses, connectors, and cabling subject to ordinary flexing or abrasion — more than 3 months after the invoice date;
- h. cosmetic damage that does not affect the functioning of the Product;
- i. loss, corruption, or unavailability of data, footage, or recordings stored on or by the Product;
- j. software or firmware faults not caused by a defect in the Product itself, including faults in third-party platforms, apps, or services the Product connects to;
- k. failure to follow the operating, installation, or maintenance instructions provided by Forklift Scales or the manufacturer; and
- l. water, moisture, dust, or other ingress, except strictly as set out in section 5 below.

05 WATER, MOISTURE AND DUST INGRESS

Forklift Scales' Products are frequently installed and operated by Customers in wet, humid, dusty, or otherwise harsh environments. This section sets out how ingress-related faults are treated under this Warranty, and applies *instead of*, not in addition to, the general ingress exclusion in section 4.

INGRESS EXCLUSION — PLEASE READ CAREFULLY

Damage caused by water, moisture, or dust ingress is **NOT covered** by this Warranty, unless the affected Product carries a manufacturer-specified Ingress Protection (IP) rating (e.g. IP66, IP67, IP69K) **AND** the ingress occurred strictly within the scope of that rating.

Where a Product carries an IP rating, Forklift Scales' cover for ingress-related damage is limited to that rating's scope — including any stated limits on submersion depth or duration, pressure-washing or jetting class, connector and cable-gland sealing requirements, and installation orientation.

Ingress or damage occurring outside the scope of the rating is not covered — for example, submersion beyond the rated depth or duration, pressure-washing beyond the rated class, or ingress through connectors, cable entries, glands, or housings that were not correctly sealed, torqued, or installed.

Where a Product does not carry a manufacturer IP rating, Forklift Scales gives no warranty at all against water, moisture, or dust ingress, regardless of cause.

The Customer is responsible for installing, sealing, and maintaining the Product (including all connectors, cable glands, and housings) in accordance with the manufacturer's instructions for the Product's IP rating. Forklift Scales may request evidence of the installation and the conditions of failure (e.g. photographs, the Product's IP rating documentation, or an inspection) before assessing an ingress-related claim.

06 MAKING A WARRANTY CLAIM

To make a claim under this Warranty, contact Forklift Scales on **07 3123 6920** or admin@forkscales.com.au, providing:

- a. your name and contact details;
- b. the Forklift Scales invoice number or purchase order reference for the Product;
- c. the Product model and, where available, its serial number; and
- d. a description of the fault, including when and how it occurred, and (where relevant) photographs or video.

Forklift Scales may require the Product to be returned to Forklift Scales' premises for inspection before a claim is assessed or accepted. The Customer is responsible for the cost and risk of returning the Product to Forklift Scales. Forklift Scales will assess each claim and notify the Customer of the outcome within a reasonable time.

07 REMEDY

If Forklift Scales accepts a claim under this Warranty, Forklift Scales will, at its sole discretion, either:

- a. repair the Product;
- b. replace the Product (or the faulty part) with the same or a functionally equivalent product or part, which may be new, refurbished, or reconditioned; or
- c. issue a credit or refund reflecting the Product's value at the time of the claim (which may account for depreciation and use).

This is Forklift Scales' sole obligation, and the Customer's sole remedy, under this Warranty (subject to sections 9 and 10 — Limitation of Liability and Australian Consumer Law). If Forklift Scales repairs or replaces a Product under this Warranty, Forklift Scales will cover the cost of return freight to the Customer. If, following inspection, Forklift Scales determines that the fault is excluded under these Terms, Forklift Scales may charge a reasonable inspection/assessment fee and the cost of returning the Product to the Customer, and may quote for any repair on a chargeable basis.

08 REPAIRED OR REPLACEMENT PRODUCTS

Any repaired or replacement Product or part supplied under this Warranty is warranted for the remainder of the original Warranty Period only. Faulty Products or parts replaced under this Warranty become the property of Forklift Scales.

09 LIMITATION OF LIABILITY

To the maximum extent permitted by law, and subject always to any consumer guarantees that cannot lawfully be excluded, restricted, or modified (see section 10), Forklift Scales' total liability arising out of or in connection with a Product, however arising (including in contract, tort/negligence, or under statute), is limited to the remedies set out in section 7.

To the maximum extent permitted by law, Forklift Scales excludes all liability for indirect, special, or consequential loss or damage, and for loss of profits, revenue, business opportunity, data, or goodwill, or the cost of vehicle, plant, or equipment downtime, arising out of or in connection with a Product, even if Forklift Scales was advised of the possibility of such loss.

Where a Product is not of a kind ordinarily acquired for personal, domestic, or household use, and to the extent permitted by section 64A of the Australian Consumer Law, Forklift Scales' liability for failing to comply with a consumer guarantee is limited, at Forklift Scales' option, to repairing or replacing the Product, supplying an equivalent product, or paying the cost of doing so.

10 AUSTRALIAN CONSUMER LAW

YOUR STATUTORY RIGHTS

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.

Nothing in these Terms is intended to exclude, restrict, or modify any condition, warranty, guarantee, right, or remedy under the Australian Consumer Law or any other applicable law that cannot lawfully be excluded, restricted, or modified. This Warranty is provided in addition to, and does not limit or replace, those statutory rights.

11 THIRD-PARTY MANUFACTURER WARRANTIES

Some Products are manufactured by third parties and may also be covered by a separate manufacturer's warranty. Where Forklift Scales is able to do so, Forklift Scales will pass through to the Customer the benefit of any such manufacturer warranty. However, Forklift Scales' own obligations to the Customer are limited to those set out in these Terms, and nothing in this document represents, extends, or guarantees the terms, duration, or availability of any third-party manufacturer's warranty.

12 GENERAL

- a. These Terms are governed by the laws of Queensland, Australia, and the parties submit to the exclusive jurisdiction of its courts.
- b. These Terms, together with Forklift Scales' quote and tax invoice for the Product, form the entire agreement between Forklift Scales and the Customer in relation to the Warranty. To the extent permitted by law, these Terms supersede and exclude all other representations, warranties, guarantees, and understandings concerning the Warranty, whether made before, at the time of, or after the Customer's purchase, and whether written, oral, or implied, except as expressly set out in these Terms or as cannot lawfully be excluded (see section 10).
- c. Forklift Scales may update these Terms from time to time for future sales; the version current at the date of the Customer's invoice applies to that Product.
- d. If any part of these Terms is found to be invalid or unenforceable, the remainder continues in full force and effect.
- e. The benefit of this Warranty is personal to the Customer and may not be assigned or transferred without Forklift Scales' prior written consent.