



## LIFETIME

### **Introduction**

---

The world-class range of Dexion industrial storage products is designed to perform day in, day out. In fact, Dexion products are designed to last a lifetime, that's why in addition to our standard 12 month warranty we offer our customers the Dexion Lifetime Product Warranty\*.

The Dexion Lifetime Product Warranty\* covers structural failure and defects in materials and workmanship in new products manufactured by Dexion.

For the Dexion Lifetime Product Warranty\* to remain valid, Dexion must carry out an inspection of your storage installation and Dexion products during the 12th month of each consecutive 12 month period for the duration of the Dexion Lifetime Product Warranty\*.

To apply for the Dexion Lifetime Product Warranty\* simply talk to your sales consultant.

---

\*Conditions apply: please refer to Lifetime Product Warranty Conditions overleaf.

## Terms and conditions

In addition to the minimum conditions or warranties expressed or implied by the Trade Practices Act 1974 or other similar legislation relating to the sale of products of this kind in Australia, Dexion (Australia) Pty Limited ABN 83 000 083 956 of 23 Tattersall Road, Kings Park NSW ("Dexion") provides the following commitment in support of any product or part manufactured by Dexion and supplied and installed within Australia ("Dexion product or part"):

### 1. LIFETIME WARRANTY AGAINST STRUCTURAL FAILURE

- 1.1 Dexion warrants to the Customer that if a Dexion product or part structurally fails during its Lifetime then that Dexion product or part will be repaired or replaced with a new or equivalent product or part free of charge, subject always to the terms and conditions of this warranty.
- 1.2 This warranty will be void where the Dexion product or part has been subjected to application, stress or imposed loadings in excess of that specified by Dexion or misuse, negligence or accident, as Dexion determines, by parties other than Dexion.
- 1.3 The Customer must immediately give written notice to Dexion and/or its authorised representative upon discovery of a suspected structural failure or any other defect in the Dexion product or part, and allow Dexion access to the place of installation for the purpose of inspecting the Dexion product or part and fulfilling its obligations under this warranty.
- 1.4 This warranty is not transferable and only applies to the Customer and any new and previously unused Dexion product or part. It does not otherwise apply and is subject to the exclusions set out in clause 4.

### 2. LIFETIME WARRANTY AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP

- 2.1 Dexion warrants that for the Lifetime of any Dexion product or part, the Dexion product or part will be free from defects in materials and workmanship and that any Dexion product or part that, in Dexion's opinion, has deteriorated due to defects in materials and/or workmanship by Dexion will be replaced or repaired by Dexion without cost to the Customer in accordance with the terms and conditions of this warranty.
- 2.2 For this warranty to remain valid:
  - 2.2.1 the Customer must allow Dexion to inspect the installation of the Dexion product or part during each consecutive 12 month warranty period for the Lifetime; and
  - 2.2.2 any Dexion product or part that, in Dexion's opinion, is damaged or has deteriorated due to normal wear and tear or local environmental conditions, must be promptly replaced at the Customer's cost. Failure by the Customer to replace any Dexion product or part identified by Dexion as having deteriorated in this way will void the Lifetime warranty.
- 2.3 Unless otherwise notified in writing, Dexion and/or its representative's inspection in the initial 12-month period of the Lifetime and in subsequent 12 month warranty periods will be charged to the Customer at the rate applicable at the time of the inspection, as notified in writing from time to time by Dexion and/or its authorised representative. The Customer must pay Dexion any such fees or charges promptly and in accordance with Dexion's payment terms, failing which this Lifetime warranty will be deemed void and of no effect.
- 2.4 After the successful completion of each inspection, and subject to the findings of such inspection being to Dexion's satisfaction (including with respect to the use and maintenance of the Dexion product or part), Dexion and/or its authorised representative will issue a certificate of warranty to cover the following 12-month period.
- 2.5 This warranty is not transferable and only applies to the Customer and any new and previously unused Dexion product or part that has been installed by Dexion and/or its authorised representatives. It does not otherwise apply and is subject to the exclusions set out in clause 4.

### 3. PRODUCTS REQUIRING REGULAR MAINTENANCE

- 3.1 The warranty on Dexion mechanised equipment with moving parts is conditional upon regular preventative maintenance performed by Dexion service engineers as Dexion reasonably notifies the Customer is necessary, and is subject to the exclusions in clause 4.

### 4. EXCLUSIONS

- 4.1 This warranty will only apply to a new Dexion product or part manufactured by Dexion and will not otherwise apply. Dexion will endeavour, but makes no representation or warranty that it will be able, to assign to the Customer the benefit of any warranty from the supplier or manufacturer of auxiliary products or parts supplied by Dexion and for the removal of doubt, this Lifetime warranty does not extend to, include or cover any such auxiliary products or parts.
- 4.2 Dexion will not be liable under this warranty for any liabilities, claims, damages, losses, costs and expenses of any nature including without limitation loss of market, loss of profit, loss of production or for any financial or economic loss including indirect or consequential loss or damage which may be suffered by the Customer or by any third party arising out of or in any way connected with the Dexion product or part, including in respect of failure of the Dexion product or part (both structural and defects in materials and workmanship), breach of statutory duty or by reason of tort (including but not limited to negligence) except as provided below.
- 4.3 Without prejudice to the preceding paragraphs of this warranty the obligations of Dexion under this warranty will be limited to one of the following at the election of Dexion:
  - (i) repair of the Dexion product or part; or
  - (ii) delivery and installation of a replacement product or part identical or equivalent to the original product or part.
- 4.4 Any modification, repair or alteration of the Dexion product or part by any third party without Dexion's prior written approval voids Dexion's obligations under this warranty.
- 4.5 If any Dexion product or part is to be removed from an installation, moved to another location and is intended for active service at the new location, the Dexion product or part must be re-certified by Dexion (which certification may be withheld in Dexion's absolute discretion) in order to maintain this warranty.
- 4.6 Dexion reserves the right to make improvements to any product or part as to design, materials or otherwise without incurring any obligations to install or make such improvements to any Dexion product or part already supplied.
- 4.7 Notwithstanding any other provision of this Lifetime warranty, Dexion's liability arising from, under or in connection with this Lifetime warranty will be limited to the full replacement value of the Dexion product or part supplied to the Customer.
- 4.8 Any dispute regarding the terms or conditions of this Lifetime warranty shall be resolved by Dexion, the outcome of any such dispute to be as determined by Dexion in its absolute discretion.

### 5. DEFINITIONS

In this warranty:

- 5.1 "Customer" means the party that purchased the Dexion product or part from Dexion.
- 5.2 "Lifetime" means the total period of twenty years commencing on the date of delivery to the Customer or date of first commercial usage by the Customer of the Dexion product or part.
- 5.3 "Structural failure or any other defect" means cracking, breaking or collapsing of the Dexion product or part not resulting from misuse, negligence or accident.

