

## STG COMMERCIAL ROAD VEHICLE WARRANTY

### VACUUM TRUCK WARRANTY AGAINST DEFECTS - IMPORTANT NOTICE

This warranty is provided by:  
STG Sales Pty Ltd ABN 34 623 621 732 of 81-87 South Park Drive Dandenong South VIC 3175  
Telephone: 1300 998 784  
Email: service@stgglobal.net  
("Company", "we", "us")

This warranty applies to the original purchaser and any approved subsequent legal or beneficial owner of the Vehicle in accordance with clause 15 ("Purchaser", "you").

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law ("ACL"). 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 goods fail to be of acceptable quality and the failure does not amount to a major failure.

Nothing in this warranty excludes, restricts or modifies any rights or remedies you may have under the ACL or any other law that cannot lawfully be excluded, restricted or modified.

#### Schedule 1

Covered Components	DURATION	KM	HOURS	COVERAGE
Body - Structural	60 months	Not applicable	Not applicable	100% Parts and Labour
Spare Parts	12 months	Not applicable	Not applicable	100% Parts and Labour
Caterpillar Engine	24 months	Not applicable	2000	100% Parts and Labour
Vacuum Pump	18 months	Not applicable	Not applicable	100% Parts and Labour
Cab Chassis	As per Manufacturer's Warranty			

#### 1. DEFINITIONS

**Authorised Dealer** means a dealer, repairer or service provider authorized in writing by the Company.

**Body - Structural** means all welded or permanently fixed load-bearing components forming the primary structure of the body, including but not limited to subframes, main rails, cross members, and structural brackets.

**Defect** means a defect in materials or workmanship in the Vehicle or Covered Component arising under normal intended operating conditions during the applicable Warranty Period.

**Covered Components** means the components specified in Schedule 1.

**Manufacturer** means original equipment manufacturer.

**Required documents** includes proof of purchase, VIN / serial number, Odometer / hour reading, Service records, description and evidence of Defect which may include photos.

**Spare Parts** means replaceable components that are not part of the primary load-bearing structure, including mechanical, hydraulic, pneumatic, and electrical components supplied with or fitted to the unit.

**Vehicle** means the new commercial road vehicle sold by the Company, including Covered Components.

**Warranty** means this warranty issued by the Company to the Purchaser at the time of purchase of the Vehicle from the Company.

**Warranty Period** means the applicable duration, kilometre limit, or hour limit set out in Schedule 1 above, whichever occurs first.

**Use & Maintenance Manual** means the Company's or Manufacturer's manual, service schedules, instructions, bulletins and operational guidelines supplied or made available for the Vehicle.

#### 2. WARRANTY COVERAGE

2.1 Subject to the terms of this Warranty, the Company warrants that the Covered Components will be free from Defects during the applicable Warranty Period.

2.2 If a valid claim is made under this Warranty, the Company may, subject to the ACL and acting reasonably:

- (a) repair the defective part;
- (b) replace the defective part; or
- (c) provide another remedy required by law.

2.3 Repair or replacement under this Warranty does not extend the original Warranty Period unless otherwise required by law.

2.4 Any defective part removed under this Warranty may become the property of the Company unless prohibited by law.

#### 3. WARRANTY PERIOD

This Warranty commences on the delivery of the Vehicle to the Purchaser, subject to receipt of a handover document signed by the Purchaser and ends when the Warranty Period expires.

#### 4. CLAIM PROCESS

4.1 If a Defect may affect safe operation, compliance, or may reasonably cause further damage, the Purchaser must:

- (a) cease operating the Vehicle as soon as reasonably practicable to prevent further damage; and
- (b) notify the Company or an Authorised Dealer as soon as reasonably practicable.

4.2 For other claims, the Purchaser must notify the Company or an Authorised Dealer as soon as reasonably practicable after becoming aware of the Defect.

4.3 Delayed notification does not automatically void this Warranty, but the Company may reduce liability to the extent

it is materially prejudiced by the delay, subject to applicable law.

4.4 The Company may require the Purchaser to provide one or more of the Required Documents as part of making a valid claim.

4.5 The Company may require inspection before authorising repair.

4.6 Unless otherwise required by the ACL:

(a) the Purchaser is responsible for transporting the Vehicle to the premises of the Company, an Authorised Dealer or a repair location approved by the Company;  
(b) field service, travel, freight, towing, accommodation, downtime, or after-hours costs are at the Purchaser's cost unless otherwise agreed in writing.

4.7 Unauthorised repairs may void coverage for the relevant issue to the extent the unauthorised repair caused or materially contributed to further loss.

## 5. CONDITIONS OF WARRANTY

This Warranty applies only if:

- (a) the Vehicle is operated for its intended purpose;
- (b) servicing and maintenance are performed in accordance with the Use & Maintenance Manual;
- (c) service records are retained and provided upon request;
- (d) only approved fuels, lubricants and consumables are used; and
- (e) modifications are approved where required under clause 8.

## 6. WHAT THIS WARRANTY DOES NOT COVER

This Warranty does not cover:

- (a) normal maintenance, adjustments, servicing and consumables;
- (b) fair wear and tear, except to the extent caused by a Defect;
- (c) tyres, wheel alignments, balancing, globes, fuses, filters, belts, fluids and lubricants unless defective on supply;
- (d) damage caused by accident, misuse, abuse, neglect, fire, theft, vandalism, overloading, improper storage, corrosion, environmental exposure, road hazard, or external impact;
- (e) damage caused by operation contrary to load, speed, or legal requirements;
- (f) unauthorised modifications or attachments to the extent they caused or materially contributed to the claimed Defect;
- (g) tampering with odometer or hour meter where usage cannot reasonably be verified;
- (h) non-genuine or non-approved parts to the extent they caused or materially contributed to claimed Defect;
- (i) cosmetic deterioration not affecting function, except where due to Defect;
- (j) Manufacturer's components covered separately by Manufacturer's warranty, except where the Company has independent legal liability.

## 7. MANUFACTURER COMPONENTS

7.1 Certain components may be covered by separate Manufacturers' warranties.

7.2 The Company will reasonably assist Purchasers to access the applicable Manufacturer's warranty rights.

7.3 This clause does not exclude rights against the Company under the ACL.

## 8. MODIFICATIONS

8.1 Modifications requiring engineering approval, certification, or changes to design load, ADR compliance, or operational integrity must have prior written Company approval.

8.2 Failure to obtain approval does not void this Warranty entirely, but the Company may deny claims to the extent the modification caused or materially contributed to the relevant Defect.

## 9. LIMITATION OF LIABILITY

9.1 To the maximum extent permitted by law, and subject always to the ACL, the Company is not liable for:

- (a) loss of profits;
- (b) loss of contracts;
- (c) downtime;
- (d) substitute vehicle costs;
- (e) freight delay;
- (f) indirect or consequential loss.

9.2 Nothing in this clause limits liability that cannot lawfully be excluded.

## 10. GEOGRAPHIC SCOPE

This Warranty applies only to Vehicles sold by the Company in Australia and ordinarily operated in Australia unless otherwise agreed in writing.

## 11. TRANSFERABILITY

11.1 This Warranty may transfer to a subsequent legal or beneficial owner if:

- (a) ownership change is notified in writing within 30 days;
  - (b) service history is provided; and
  - (c) the Vehicle remains compliant with this Warranty.
- 11.2 Transfer does not affect statutory rights.

## 12. COMPANY DESIGN CHANGES

The Company may improve designs, specifications, or components without obligation to retrofit previously sold Vehicles unless required by law.

## 13. FORCE MAJEURE / PARTS AVAILABILITY

The Company is not liable for delays caused by events beyond its reasonable control, including supply shortages, freight disruption, industrial action, or Manufacturer delays, but will use reasonable efforts to minimize delay.

## 14. GOVERNING LAW

This Warranty is governed by the laws of the State or Territory in which the Vehicle was sold, and the laws of Australia.

## 15. SEVERABILITY

If any provision is void or unenforceable, it is severed to the extent necessary and the remainder continues.

## OWNER'S RESPONSIBILITIES - NORMAL MAINTENANCE

Purchaser is responsible for normal maintenance as set out in the Use & Maintenance Manual, including axles, steering, brakes, suspension, engine, cooling, electrical, tyres, lubrication, cabin maintenance, consumables, and general servicing.

## CLAIMS CONTACT

STG Service

81-87 South Park Drive Dandenong South VIC 3175

Email: [service@stgglobal.net](mailto:service@stgglobal.net)

Phone: 1300 998 784