

ARB PRODUCTS



ARB Products – Warranty Policy

1. Our Warranty

We warrant to You that:

The ARB Product is free from defects in workmanship and materials for the Warranty Period.

2. Fitting and Use

Please ensure You:

- (a) fit the ARB Product in accordance with the Product Information and all relevant vehicle safety and compliance laws; and
- (b) use the ARB Product for the purpose for which it was originally designed and in accordance with the Product Information and all relevant vehicle safety and compliance laws.

3. Exclusions

Our warranty does not cover:

- (a) normal wear and tear;
- (b) fitting of the ARB Product other than in accordance with the Product Information and all relevant vehicle safety and compliance laws, including incorrect fitting;
- (c) using the ARB Product other than for the purpose for which it was originally designed or other than in

accordance with the Product Information and all relevant vehicle safety and compliance laws, including unusual, improper or negligent use or misuse or overloading;

- (d) misuse or neglect of the ARB Product, including improper repair or maintenance or failing to repair and maintain;
- (e) alteration, abuse, acts of nature, terrorism, vandalism, collision, road hazards or adverse conditions;
- (f) formal or informal competitive events, such as racing, rallying, hill climbing, speed trials or similar activities; and/or
- (g) using the ARB Product in underground mining or other highly corrosive environments.

4. Making a Claim

Please immediately contact Us as soon as You become aware of a possible defect in the ARB Product.

We will request You to provide the purchase receipt and complete an online warranty claim form. Please note that no warranty claim will be accepted without proof of purchase of the ARB Product. Please do not remove the fitted ARB Product from Your vehicle before contacting Us. If Your claim is in order, we'll notify You and (at Our sole discretion):

- We will either repair or replace the defective workmanship or materials (at Our cost) or refund to You the purchase price You paid for the defective ARB Product. The choice of whether We repair, replace or refund is at Our sole discretion. If further information or investigation is required or if the claim does not meet the requirements under Our warranty, we'll let You know.

5. Commercial Application

For all ARB Products used for commercial applications including (without limitation) taxis, hire vehicles and use in the mining industry, ARB warrants to You that the ARB Product is free from defects in workmanship and materials for the Commercial Use Warranty Period.

6. Consumer Rights

The benefits to You under Our warranty are in addition to any other rights and remedies You are entitled to under relevant consumer laws. Our warranty replaces any other warranty given by ARB or its supplier in respect of the ARB Product or the ARB Service. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the below limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which vary from state to state. This warranty applies to all states and territories of United States of America and Canada only.

7. Limitations

Except as expressly provided in this limited warranty and the user terms, ARB makes no representations, guarantees, conditions or warranties, either express or implied. Any other standards of performance, guarantees, conditions and warranties are hereby expressly excluded and disclaimed to the fullest extent permitted by law. This disclaimer and exclusion shall apply even if the express limited warranty contained in the limited warranty and user terms fails of its essential purpose.

Any implied warranties that may be imposed by law shall be limited to the duration of the limited warranty above. Otherwise the repair, replacement, or refund as provided under such express limited warranty is provided in lieu of all other warranties, express or implied. To the fullest extent these damages may be disclaimed by law, ARB will in no event be liable, whether in contract or tort or any other legal theory, including without limitation strict liability, gross negligence or negligence, for any damages in excess of the purchase price of the product or for any direct, indirect, incidental, special, consequential or punitive damages of any kind, regardless of whether ARB was advised of the possibilities of such damages. ARB is not liable for any claim made by a third party or made by you for a third party.

8. Terms

The following terms have the following meanings:

Term	Meaning	
ARB Product	product that ARB manufactures or sells through an ARB Dealer	
Product Information	information about the ARB Product, which may be contained in any of the documentation provided with the ARB Product, including safety instructions, installation instructions, operating instructions, owner's manual, service manual, labels and packaging	
Purchase Date	the date You purchased the ARB Product from an Authorized ARB Retailer, as specified in the purchase receipt	
Warranty Period	rranty Period the period commencing on and from the Purchase Date and ending as follows:	
	ARB Product	Warranty Period
	Air Locker	Five (5) years unlimited miles
	ARB Branded Product	Three (3) years unlimited miles*
	*Bushes, bearings, shackles, pins, U-bolts, batteries, globes, gas struts	One (1) year or 25,000 miles (whichever occurs first)
Commercial Use the period commencing on and from the Purchase D Warranty Period and ending as follows:		nd from the Purchase Date
	ARB Product	Warranty Period
	Air Locker & ARB Branded Product	Three (3) years or 60,000 miles (whichever occurs first)*
	*Bushes, shackles, pins, U-bolts, batteries, globes, gas struts	One (1) year or 25,000 miles (whichever occurs first)
We/Us	ARB North America Office: Air Locker Inc. A: 4810 D Street NW, Suite #103, Auburn, WA 98001, USA P: (425) 264 1391 W: www.arbusa.com	
You/Your	the purchaser of the ARB Product from an Authorized ARB Retailer	



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AIR LOCKER INC (OCTOBER 2020)