



# WARRANTY CONDITIONS

## POLYCRAFT BOATS

### ABOUT THIS WARRANTY

- 1 NATIONAL POLY INDUSTRIES PTY LTD ACN 107 251 267 trading as POLYCRAFT ("Polycraft") warrants that, subject to the terms of this warranty, it will either, at its sole discretion, replace or repair any Polycraft boat affected by a defect or fault caused by poor workmanship for a period limited to:
  - 1.1 four (4) years from the date of purchase for all boats used in recreational applications; or
  - 1.2 one (1) year from the date of purchase for all boats used in commercial applications.
- 2 A purchaser of a Polycraft boat (in this warranty referred to as "you") will only be entitled to make a claim under this warranty if the defect or fault first appears, and Polycraft is informed of the claim, within the duration of that warranty period and in accordance with paragraph 3 of this warranty.

### HOW TO MAKE A CLAIM

- 3 To make a warranty claim under this warranty, you must:
  - 3.1 notify Polycraft in writing at the address shown at the end of this warranty (noting that updates to that address may have been notified via the Polycraft website) within fourteen (14) days of the existence of any defect or fault becoming apparent and provide Polycraft with the opportunity to inspect the defective or faulty water tank within twenty-eight (28) days (or sooner if reasonably requested by Polycraft) of such notification; and
  - 3.2 send the original invoice evidencing the purchase of your boat to Polycraft at the address shown at the end of this warranty.
- 4 You must bear all expenses of making a claim, whether valid or otherwise, under this warranty.

### WHEN THIS WARRANTY DOES NOT APPLY

- 5 This warranty has no application in any of the following circumstances:
  - 5.1 the defect or fault is caused by you or any person (other than Polycraft) using your Polycraft boat other than for its manufactured purpose;
  - 5.2 the defect or fault is caused by neglect, accident or improper use (which includes, without limitation, any competitive use);
  - 5.3 your Polycraft boat is not used, stored, transported or maintained in accordance with the Polycraft owners manual which is available at our website: [www.polycraft.com.au](http://www.polycraft.com.au) ("Owner's Manual").

- 5.4 without limiting clause 5.3, your Polycraft boat:
  - 5.4.1 is stored or transported using a multi roller trailer rather than the recommended full length slides trailer;
  - 5.4.2 is stored or transported without the use of an engine support bracket;
  - 5.4.3 is improperly or insufficiently tied down to its trailer;
  - 5.4.4 is transported other than via a fully sealed road; or
  - 5.4.5 is not used or maintained in accordance with the capacity plate attached to the boat;
- 5.5 the defect or fault is caused by an act of God, an act of war, storm, hail, wind or other natural event or force of nature;
- 5.6 the defect or fault is caused by reasonable weathering/degradation over time;
- 5.7 the defect or fault is caused by negligence (other than by Polycraft), abuse, wilful damage or other deliberate act or operated outside the limits of the design specification;
- 5.8 the Australian Builder plate or the serial number or identification marked on your Polycraft boat is removed, defaced or altered;
- 5.9 the defect or fault is caused by windscreen/windshield damage including leakage around the windscreen/windshield or other design openings; or
- 5.10 the defect or fault is the result of after sale modifications, repairs or the installation of fittings which are not suitable for the Polycraft boat or weaken its integral properties.

### WHO THIS WARRANTY BENEFITS

- 6 This warranty is provided to the original purchaser only and is not transferable.

### LIMITATIONS ON CLAIMS

- 7 Polycraft's maximum liability for a claim made under this warranty is limited to your original purchase price for your Polycraft boat.
- 8 This warranty does not apply to the colour or appearance of the Polycraft boat, which may alter.
- 9 Polycraft is not responsible for any loss or damage to your boat which occurs in the course of shipping.
- 10 Polycraft is not responsible for any freight or delivery charges to or from Polycraft's premises relating to the repair or replacement of your Polycraft as a result of a claim being made under this warranty, which cost shall be borne by you.

- 11 Without limiting paragraph 7 above, any payment under this warranty is limited to the cost of repairing or replacing the boat (at Polycraft's sole discretion) and does not extend to any indirect or consequential loss, claim, expense or damage resulting from or caused by any defect or fault, including, but not limited to cost of the outboard engine, loss of income, profits or goodwill or loss sustained by third parties.

## **ADDITIONAL RIGHTS**

- 12 In addition to this warranty, certain legislation, including the Australian Consumer Law, may give you rights and remedies which cannot be excluded, restricted or modified. This warranty must be read subject to that legislation and nothing in this warranty has the effect of excluding, restricting or modifying those rights.
- 13 Apart from this warranty and any implied rights and remedies arising under legislation that cannot be excluded, restricted or modified, all guarantees, warranties or other implied terms (including terms implied by custom or usage) are hereby excluded to the extent permitted by law.

## **CONTACT DETAILS**

Our postal address and contact information as at the date this warranty was prepared are as follows:

### **Polycraft Boats**

89 Childers Road,  
Bundaberg, Qld, 4670  
Contact: The Manager  
Phone: (07) 4131 3400  
Email: [sales@polycraft.com.au](mailto:sales@polycraft.com.au)

Please check our website at [www.polycraft.com.au](http://www.polycraft.com.au) for updates to that contact information.

### **Note:**

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 for compensation for any other reasonable 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.

