



IPD WARRANTY POLICY AND PROCEDURES (AUSTRALIA ONLY – EFFECTIVE 9/25/20)

1. GENERAL

- (a) This Warranty is provided by:

Industrial Parts Depot (IPD), LLC of 1-4 Bonz Place Seven Hills, NSW 2147 AU
Phone: +61 2-9620-9200
Email: warranty@ipdparts.com
Website: www.ipdparts.com

In respect of genuine IPD brand engine parts manufactured by, or distributed by, IPD or its authorized distributors.

- (b) This Warranty applies only to IPD products purchased in Australia
(c) In this Warranty:

"Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act (2010)* (Cth).

"End-User" means a purchaser of an IPD brand product that has not acquired the product for the purpose of re-supply or resale.

"End-User Consumer" means an End-User that is a consumer under the Australian Consumer Law.

"Original Purchaser" means the purchaser that acquired the IPD part directly from IPD.

- (d) For End-User Consumers, all the terms of this Warranty must be read subject to the Australian Consumer Law and section 7 of this Warranty.

2. WARRANTY

NEW PARTS FOR DIESEL ENGINES

On-Highway Applications:

IPD new parts for these applications are warranted to be free from defects in workmanship and material under normal use and service for 2 years with unlimited miles of operation on the terms of this Warranty. The IPD warranty period commences from the date of installation of the IPD new part into the engine, but the total warranty period is not to exceed 3 years from the original date of purchase of the IPD part from IPD. Accordingly, where a part was purchased from IPD more than 12 months prior to the installation of the new part, the 2-year warranty will be reduced in accordance with the amount of time passed.

Off-Highway Applications:

IPD new parts for these applications are warranted to be free from defects in workmanship and material under normal use and service for 1 year or 3,600 hours of operation (whichever shall occur first) on the terms of this Warranty. The IPD warranty period commences from the date of installation of the IPD new



part into the engine, but the total warranty period is not to exceed 2 years from the original date of purchase of the IPD part from IPD. Accordingly, where a part was purchased from IPD more than 12 months prior to the installation of the new part, the 2-year warranty will be reduced in accordance with the amount of time passed.

NEW PARTS FOR NATURAL GAS OR METHANE ENGINES

IPD new parts for these applications are warranted to be free from defects in workmanship and material under normal use and service for 2 years with unlimited hours of operation, with the exception of valvetrain parts, which are warranted for 1 year with unlimited hours of operation, each on the terms of this Warranty. The IPD warranty period commences from the date of installation of the IPD product into the engine, but the total warranty period is not to exceed 3 years (2 years for valvetrain) from the original date of purchase of the IPD part from IPD. Accordingly, where a part was purchased from IPD more than 12 months prior to the installation of the new part, the 2-year warranty (1 year for valvetrain) will be reduced in accordance with the amount of time passed.

PARTS FOR CATERPILLAR® 3600 SERIES

Coverage for all parts for Caterpillar® 3600 series engines are limited to the replacement of the failed part or refund of the original purchase price from IPD only. No other costs or claims are covered under this warranty for Caterpillar® 3600 series engines including progressive damage and labor.

REMANUFACTURED PARTS

All IPD remanufactured parts are warranted to be free from defects in workmanship and material under normal use and service for 1 year, 100K miles, or 3,600 hours of operation (whichever shall occur first) on the terms of this Warranty. The IPD warranty period commences from the date of installation of the IPD product into the engine, but the total warranty period is not to exceed 2 years from the original date of purchase of the IPD part from IPD. Accordingly, where a part was purchased from IPD more than 12 months prior to the installation of the new part, the 2-year warranty will be reduced in accordance with the amount of time passed.

ALL PARTS

A new IPD Warranty Period does not begin to run for products provided in response to a previous warranty claim. In such cases, only the original Warranty Period is guaranteed.

3. IPD RESPONSIBILITY

If the claim procedures set out in Section 5 have been followed, and a determination is made by IPD that there has been a defect in workmanship and/or materials within the applicable warranty period, then, to the full extent permitted by law, and subject to Section 7 (which applies to End-User Consumers), the following limits the maximum liability of IPD.

PARTS

New Parts



At IPD's option, IPD will either:

- (a) supply to the Original Purchaser the parts needed to repair the defective IPD part and any progressive damage caused to the engine by, or as a direct result of, the defective part, or
- (b) pay or reimburse the Original purchaser the cost of any parts needed to repair the defective IPD part and any progressive damage caused by, or as a direct result of the part being defective

provided that any parts needed to repair the damage, other than IPD parts, must be agreed upon in advance in writing by IPD.

Remanufactured Parts

In relation to IPD remanufactured parts, IPD will:

- (a) supply the Original Purchaser with a replacement part; and
- (b) pay the Original Purchaser the cost of the labor associated with the replacement of the part at the rate outlined below.

MAINTENANCE ITEMS (NEW PARTS ONLY)

IPD will reimburse the Original Purchaser for the cost for maintenance items such as oil, antifreeze, and filters that are not reusable due to the defective IPD part, but only if sufficient evidence and receipts have been provided to IPD.

LABOR

IPD will pay or reimburse the cost of labor associated with the necessary warranty repair work at no more than published flat rate or IPD flat rate time (whichever the lesser), and no more than the Original Purchaser's actual cost of labor, not to exceed \$50.00 (USD) per hour. No holiday or overtime rates will be paid by IPD unless agreed upon in advance by IPD.

ITEMS NOT COVERED BY THIS WARRANTY:

IPD is not responsible under this Warranty for:

- Down time and/or towing charges
- Diagnostic time and/or parts
- Dynamometer test charges
- Travel time, overtime, hotel or meal charges
- Service truck mileage, and/or service equipment
- Remanufactured parts or components
- Costs to investigate failures
- Replacement vehicle/equipment rental
- Transportation of the engine or vehicle to and from place of repair
- Progressive damage and/or maintenance items related to failure of IPD remanufactured parts

To the extent permitted by law and subject to section 7 of this Warranty (for End-User Consumers), IPD is not liable for any downtime, cargo costs, consequential damages, business cost or losses resulting from a warrantable failure.



4. END-USER/OWNER RESPONSIBILITY

It is the responsibility of the owner to properly maintain and operate the engine in accordance with operation and maintenance specifications and manuals provided by the original manufacturer of the engine.

The owner is responsible for all transportation costs incurred in getting the engine/IPD warranted part to and from the repair site.

5. IPD WARRANTY CLAIM PROCEDURES

- (a) Where the End-User has purchased the IPD part from an IPD Distributor, to begin the warranty claim procedure, the End-User is to contact the IPD Distributor from which the items were purchased and provide:
 - (i) contact details including phone number, address and e-mail address;
 - (ii) an initial description of the alleged defect, extent of damage; and
 - (iii) copies of relevant maintenance reports, engine ECM report (if equipped).
- (b) Where the End-User has purchased the IPD part directly from IPD, the End User is to provide IPD with the information in (a)(i)-(iii) above when making a claim.
- (c) The Original Purchaser must notify IPD upon receipt, or the making of, a claim.
- (d) All communication from IPD must be between IPD and the Original Purchaser which notified the claim.
- (e) The Original Purchaser making the warranty claim must, unless otherwise agreed upon in advance by IPD, return all parts associated with an alleged failure to IPD.
- (f) The Original Purchaser is responsible for:
 - (i) Completing the IPD Warranty Request Form, and returning parts and documentation to IPD, unless otherwise instructed by IPD (note: all shipping charges are the responsibility of the End User, IPD will not accept collect shipments).
 - (ii) Submitting detailed claims within 30 days from the notification of a suspected failure which must include a report from the engine control module (ECM) (if equipped).
 - (iii) Where an IPD Distributor is involved, communicating with the End-User on progress of the Warranty Claim.
- (g) Subject to section 7 (for End-User Consumers), if IPD determines that the situation is warrantable, all settlements will be made through the Original Purchaser, unless otherwise notified by IPD. All warrantable claims will be settled by credit to the account of the Original Purchaser and cash refunds will not be provided. If the End-User has made a claim through the IPD Distributor, the IPD Distributor must then settle the refund with the End-User.
- (h) If the warranty claim is denied, all products submitted for examination to IPD will be held for 60 days after date of warranty denial is made and then disposed of, unless requested to be returned at the expense of the Original Purchaser.



6. EXCLUSIONS

- (a) This warranty applies solely to parts sold under the IPD brand of products.
- (b) This Warranty does not cover:
 - (i) any damage or failure, accidental or otherwise, not resulting from defects in material or workmanship of IPD products; or
 - (ii) any defect, damage or failure which, in IPD's opinion, arises as a result of misuse or abuse, improper assembly, improper installation, adjustment, alteration, tampering, operation, acts of God or other events outside of IPD's reasonable control, unauthorized repairs, lack of proper maintenance and/or normal wear and tear.
- (c) To the extent permitted by law:
 - (i) IPD excludes all warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose by IPD, except this warranty against defects in material and workmanship. No person is authorized to bind IPD for any such other warranty; and
 - (ii) IPD is not responsible for incidental or consequential damages.

All returned parts involving a warrantable claim become the property of IPD.

7. IMPORTANT NOTE TO END-USER CONSUMERS

THIS SECTION 7 ONLY APPLIES TO END-USERS THAT HAVE PURCHASED IPD PARTS IN AUSTRALIA AND ARE CONSUMERS FOR THE PURPOSES OF THE AUSTRALIAN CONSUMER LAW. IT DOES NOT APPLY TO DISTRIBUTORS, RE-SELLERS OR RE-SUPPLIERS OF IPD PRODUCTS AND DOES NOT APPLY TO PURCHASES OF PRODUCTS OUTSIDE OF AUSTRALIA.

- (a) The benefits provided under this Warranty are **in addition to** other rights or remedies that a consumer may have under the Australian Consumer Law in relation to the IPD parts.
- (b) In Australia, IPD's products come with guarantees that cannot be excluded under the Australian Consumer Law. In Australia, this Warranty must be read subject to those statutory provisions.
- (c) Nothing contained in this Warranty excludes, restricts or modifies any condition, guarantee, warranty or other obligation which is applicable to or is conferred upon IPD or an IPD Distributor pursuant to the Australian Consumer Law where to exclude, restrict or modify any such condition, warranty or other obligation is unlawful.
- (d) IPD's goods come with guarantees that cannot be excluded under the Australian Consumer Law. As a consumer you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. As a consumer 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.