

## Parking Guard Warranty – Terms & Conditions Aug 2008

Parking Guard systems are constructed to rigid quality control standards and should provide reliable service for many years. We provide a 1 year standard warranty on all Parking Guard products from their date of purchase. Should an equipment failure occur, Phase Changer P/L and its network of distributors will work hard to restore operation effectively and in reasonable time. This may entail telephone support to the owner of the unit, a visit by a technician, or it may require that the unit be shipped back to the distributor for service. Parking Guard units are used in situations where the operation and location of the units are beyond our control, hence a number of limitations apply to our warranty.

- While our sales consultants will endeavour to recommend the correct model Parking Guard unit for different situations it remains the responsibility of the customer to ensure that the appropriate model unit was purchased for their needs. For example, should a solar powered Parking Guard unit be placed in an under-cover car park, it is likely that the battery will fail to charge and the warranty for the battery would be voided.
- Parking Guard units should be installed and anchored correctly using the installation notes provided. Where possible this work should be carried out by a professional installer. Installations not conforming to the standards defined in the manual may have their warranty voided.
- Correct positioning of a Parking Guard unit within a given parking space car park area remains the responsibility of the customer and/or installer. Where a Parking Guard unit has been positioned so that it may be struck from the rear or side angle by a moving vehicle, or struck at *high speed* from the front angle, then resultant damage would not be covered by this warranty. This includes situations where the Parking Guard is installed 'behind' a parked vehicle instead of under it, where the user may neglect to lower a raised barrier before leaving the car park and damage the unit.
- Physical damage or total loss of key ring remote sender units are not covered by this warranty, but, battery failure within a key ring remote within the first 12 months of ownership is covered. Should a battery failure of the key ring remote occur within this period, the owner may return the sender unit to an authorised distributor for service, or request a replacement battery by postal service.
- The Parking Guard main battery is a common sealed lead-acid type and should last for 3-4 years with normal use. However, in line with the warranty provided by the manufacturer, the battery warranty will expire one year from the date of purchase.

### Limitations of Liability

- The warranty applied to Parking Guard units and related products are limited to the products only and no risk or liability is assumed for damage to any other vehicles, equipment or personnel. Hence Phase Changer P/L, its distributors and installers will not accept costs or indirect charges arising from damage to property or loss of earnings from any items of equipment, vehicles or personnel arising from direct or indirect contact with a Parking Guard units and related products.
- The final placement of a Parking Guard unit in a parking space may present a tripping or contact hazard for persons entering a vehicle parking area. It is implicit within the sale of Parking Guard units and related products that the purchaser assumes all public liability risk arising from physical harm, pain & suffering and loss of enjoyment of life arising from direct or indirect contact with a Parking Guard unit. It remains incumbent upon the owner of any Parking Guard equipment to seek out and maintain relevant insurance policies to ensure there personal and corporate protection against financial claims.
- Parking guard units and related products should not be used in situations where its failure will present a direct or indirect threat to human health and safety. Use of this equipment in these situations is entirely at the risk and discretion of the owner or operator and is in no way approved by Phase Changer P/L or its distributors.

### Replacement parts

Unless prior arrangements have been made with Phase Changer or its Distributors, or specific service instructions have been provided, the following policy applies to all replacement parts provided under warranty for Parking Guard products.

- Replacement parts should be fitted by an experienced installer or service technician.
- Should any replacement parts be sent to a customer location, they will be sent via regular freight or mail services free of charge. If use of a premium courier or postal service is requested by the customer, this may incur a separate fee.
- Replacement parts are sent on strictly on an *Exchange Basis Only*. Defective or unused parts must be returned within 14 days of receiving the replacement part. Failure to do so will cause an invoice to the full value of the parts to be sent to the customer. Further warranty support may be suspended until this invoice is paid up, or the parts returned to the Phase Changer distributor.

### Transport Policy.

- Parking Guard units are by their nature heavy and expensive to transport. Should the cause of the fault be positively identified as being beyond normal operating conditions as described in this document, transport and service costs may be charged to the owner at a reasonable market rate.
- Unless special arrangements apply, the costs of transporting equipment returned to Phase Changer or its distributor, shall be borne by the customer. Serviced equipment being *returned* to the customer will be sent free of charge
- If any Parking Guard equipment is being returned to an authorised Phase Changer service location it is incumbent on the owner of the equipment to ensure that the equipment is suitably packed for transport and that the goods are insured against any damage or loss that may occur while the equipment is in transit

### Limitations of Third Party Servicing

- Phase Changer P/L and its distributors shall not be liable for costs of service work or travel expenses incurred by third parties except where these arrangements have been approved in advance. If service work is to be attempted by a third party, a full quotation should be obtained in advance and forwarded to a Phase Changer representative. This is necessary to ensure that any warranty service work delegated to an external agency or person, must be done at a reasonable rate by competent service staff.