



QTRS PTY LTD (ABN 99 152 035 179) (QTRS) – TERMS OF WARRANTY – DIRECT SALES

IMPORTANT NOTICE

1. The statement in paragraph 2 immediately below applies only to goods provided by QTRS and acquired by a “consumer” within the meaning of of the Competition and Consumer Act 2010 (Cth) (**Consumer**). Where this statement applies it overrides anything to the contrary in this Warranty. For the avoidance of doubt, the statement in paragraph 2 immediately below does not apply to goods provided by QTRS and which are not acquired by a Consumer.
2. 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 compensation for any other reasonably 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.
3. This Warranty applies to the Mitsubishi reefer refrigeration unit models TDJS, TE, TEJ, TFV, TNW and TU sold in Australia by QTRS (**Products**) and spare parts for the Products sold in Australia by QTRS (**Spare Parts**) and is given by QTRS in favour of persons acquiring Products or Spare Parts (in this Warranty referred to as **you**). Unless the context otherwise requires, a reference to “Products” in this Warranty includes Spare Parts. The Products are manufactured by Mitsubishi Heavy Industries Thermal Transport Europe GmbH (**MTTE**) or entities related to it and QTRS has been appointed by MTTE as the distributor of the Products in Australia.

TERMS OF THE WARRANTY

1. This Warranty applies in addition to any warranties, conditions and guarantees implied by law which may not be excluded (**Non-excludable Warranties**), and nothing in this Warranty shall be taken to exclude, restrict or modify the application of the Non-excludable Warranties except to the extent permitted by law. Except for this Warranty and Non-excludable Warranties, no other warranty or guarantee is given by QTRS in connection with the supply of Products, unless expressly agreed by QTRS in writing.
2. Subject to paragraph 3 immediately below, QTRS warrants to you that for the period commencing on the date on which you purchase the Product and ending on the date 24 months thereafter (**Warranty Period**), the Product shall be free from any defect in manufacture.
3. The Warranty Period applying to Spare Parts is:
 - a. Where the Spare Parts are supplied to you as replacement parts in connection with a Warranty claim applying in respect of a particular Product, the period commencing on the date of installation or provision of the Spare Part (whichever is earlier) and ending on the date of expiry of the Warranty Period applying to the relevant Product; or



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- b. Otherwise, the period of 12 months from the date of your purchase of the Spare Parts.
4. Subject to the terms of this Warranty, QTRS, at its option, shall either repair or replace any Product which fails to meet the requirements of paragraph 2 immediately above (**Warranty Service**).
5. The Warranty Service will be performed, only, by QTRS or a QTRS authorised dealer (**Authorised Dealer**).
6. QTRS' obligation to provide the Warranty Service in the manner contemplated by paragraphs 2 and 3 is subject to the "Warranty Exclusions" and "Warranty Performance Procedure" detailed below.
7. QTRS's liability in respect of Products covered by this Warranty or the Non-excludable Warranties is limited, to the extent permissible by law, to:
 - a. Replacement of the Products, or supply of equivalent Products; or
 - b. Repair of the Products; or
 - c. Payment of the cost of replacing the Products or of acquiring equivalent goods; or
 - d. Payment of the cost of having the Products repaired.
8. Warranty Service shall be supplied at QTRS' premises or the premises of its appointed Authorised Dealer. QTRS has no responsibility for transporting, or for the costs of transporting, the Product to or from the premises at which Warranty Service is to be performed.

WARRANTY EXCLUSIONS

The Warranty does not cover, and QTRS is under no obligation to provide (whether itself or through an Authorised Dealer) Warranty Service in respect of damage or failures of the Product occurring after expiry of the Warranty Period and/or arising from or in respect of:

1. Misuse of the Product including any use other than in accordance with any specifications applying to the Product including as may be set out in any user or operation manuals applying to the Product (**Specifications**).
2. Physical damage to the Product caused by you or any third party (not being the manufacturer of the Product, an Authorised Dealer of QTRS, or a transport contractor engaged by such manufacturer, QTRS or its Authorised Dealer).
3. Failure to maintain the Product in accordance with the Specifications.
4. Repairs or modifications performed other than in accordance with prior QTRS authorisation including any repairs or modifications undertaken by you or on your behalf prior to compliance with the "Warranty Performance Procedure" below.
5. Usage of spare parts or consumables that are not approved for use by QTRS.
6. Voltage spikes or use of the Product with incorrect voltage (as specified in the Specifications).
7. Acts of God or natural disaster or other circumstances beyond QTRS' reasonable control.
8. Normal wear and tear and periodical replacement parts (service parts) and consumables including oil/grease, coolant, belts, gaskets, bolts, washers, nuts, fuel filters, oil filters and air cleaners.



WARRANTY PERFORMANCE PROCEDURE

1. You may from time to time request QTRS to perform Warranty Service work in relation to a particular Product (**Warranty Service Request**).
2. A Warranty Service Request must be made:
 - a. in writing and in such form and in accordance with such procedures as QTRS requires from time to time; and
 - b. before expiry of the Warranty Period.
3. As a condition of making a Warranty Service Request and, otherwise, as a condition of making a claim against QTRS for Warranty Services, you must take all necessary steps to satisfy yourself that Product is eligible for Warranty Service within the Terms of Warranty expressed herein, including having regard to the "Warranty Exclusions" above. You must provide such evidence and information as QTRS requires to verify that the Product is eligible for Warranty Service (including in respect of operational hours overall, date of last service, operational hours since last service date, Product serial number, data download from the Product (if the Product has the capability to do this) and Product Date in Service (if known)). QTRS will rely on all information provided by you in connection with a Warranty Service Request for the purpose of making its decision whether to carry out Warranty Service work.
4. Failure to comply with any of the requirements of this "Warranty Performance Procedure" (including time requirements) may result in denial of your Warranty Service Request.

EXTENDED WARRANTY

1. QTRS may approve an extended Warranty Period to apply to particular Products from time to time where the following requirements are met:
 - a. You agree to be responsible for, and pay, QTRS' extra charges for the extended Warranty Period as advised by QTRS;
 - b. An extended Warranty Period can only apply to Products that are subject to an authorised maintenance agreement entered into between you QTRS, or an Authorised Dealer, in writing (**Authorised Maintenance Agreement**).
 - c. The extended Warranty Period must commence immediately following the date of expiry of the Warranty Period applying pursuant to the "Terms of Warranty" above (**Initial Warranty Period**) and you must obtain QTRS' approval to the extended Warranty Period at the time of the initial purchase of the Product and before the Product is placed into use.
 - d. The total of the extended Warranty Period shall be as agreed with QTRS and must not exceed the period commencing on the date of expiry of the Initial Warranty Period and ending on the date:
 - i. 24 months thereafter;
 - ii. By which the operational hours of the Product exceed 20,000 sub-engine operation hours and 25,000 in total (total of sub-engine and electric); or



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- iii. The date of expiry or earlier termination of the Authorised Maintenance Agreement, whichever occurs first.
- e. During the Extended Warranty Period, the Warranty shall apply in the same terms as apply during the Initial Warranty Period (including in respect of the “Warranty Exclusions” and “Warranty Performance Procedure” above) **except that** during the Extended Warranty Period QTRS may be liable, only, for the supply of, or the cost of supplying, necessary replacement parts. All other costs for the performance of Warranty Service work are to be borne by you.

TIME OF THE ESSENCE

Time is of the essence under these Terms of Warranty.