



GILBARCO AUSTRALIA PTY LTD
ACN: 000 020 799

ABN: 93 000 020 799

HEAD OFFICE
Switchyard, Warehouse 5, Building 2/161
Manchester Rd, Auburn NSW 2144
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Website: <http://www.gilbarco.com.au>

**GILBARCO AUSTRALIA PTY LTD
WARRANTY TERMS**

EFFECTIVE 22/7/2024

Gilbarco warrants that the goods and services it supplies will be free from defects in workmanship and materials for the time period and terms detailed on the reverse side and in accordance with the Gilbarco *Conditions of Sale*.

Gilbarco undertakes to restore any equipment which fails due to such defects to full working order provided the equipment is returned to the Gilbarco service centre at the owner’s expense. Equipment repaired under warranty will be similarly warranted until the end of original warranty period.

Equipment which has been installed and commissioned by Gilbarco will be covered for travel to site and for labour while working on site, during normal business hours, unless otherwise stated on the reverse side.

GENERAL EXCLUSIONS

The Gilbarco warranty will be nullified, reduced or not apply when:

- Any monies are still owing to Gilbarco for the goods or services in question.
- Equipment is resold.
- Installation, commissioning or servicing is not carried out in accordance with the Gilbarco Installation, Operating and Service procedures.
- Fluid handling equipment is damaged by contamination within the product e.g. sand, water etc.
- Damage or failure is caused by phenomenon such as lightning, fire, flood or severe environmental conditions.
- Damage or failure is caused by accident, neglect, misuse, abuse or after reasonable wear-and-tear occurring from normal operation.
- Faults are caused by incorrect operator programming or operator error.
- Unapproved replacement parts are used or unauthorized alterations are made to equipment, including servicing by unauthorized personnel.
- The equipment is connected to supply voltages or other electrical equipment which are not approved by Gilbarco.
- Consumable items become depleted or ineffective such as paper rolls, printer ribbons and product filters.
- Pump or dispenser components are in contact with fuels containing more than 5% methanol or 10% ethanol or any other product not approved by Gilbarco.
- The equipment is installed outside Australia or New Zealand – refer to Export Warranty Terms.
- The serial number or identification plates are modified, rendered illegible or removed.

<p>THIS IS A CONTROLLED DOCUMENT. INTRANET VERSION IS THE ONLY CONTROLLED VERSION</p>	Effective Date: Jul 2024	Document number: DQ02000-012
	Issue: F	Page 1 of 3
	<p>Authorised by: Managing Director GVR ANZ</p>	

THIS WARRANTY DOES NOT COVER INDIRECT DAMAGE OR LOSS:

Under this warranty, Gilbarco will not reimburse you for any special, indirect, consequential types of loss however caused (including negligence) and whether or not such loss was foreseeable. These types of losses include, but are not limited to, economic loss including loss of actual or anticipated profits, business interruption, loss of use, revenue, reputation and/or data, costs incurred, and loss or damage to property or equipment.

FILING A CLAIM

If you wish to file a claim under a warranty, please contact *Gilbarco Head Office at Switchyard, Warehouse 5, Building2/161,Manchester Rd, Auburn NSW 2144, Phone: 1300 131 867*

Email: nscservice@gilbarco.com

The equipment must be returned to a *Gilbarco service centre* at the owner's expense. Please visit our website <http://www.gilbarco.com.au> for details of Gilbarco service centres in your State/Territory.

If requested, you must provide evidence in the form of original invoices to prove the date of purchase and ownership of the equipment.

If requested, any defective parts must be returned immediately to Gilbarco freight paid and at your risk, together with all evidence you may have as to the cause of the alleged defect.

Claims must be filed not later than one month after the expiration of the applicable warranty period.

GENERAL

The benefits contained in this warranty are in addition to other rights and remedies you may have under statute, including the Australian Consumer Law.

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.

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	Issue: F	Page 2 of 3
	Authorised by: Managing Director GVR ANZ	

(Warranty terms continued over page)

GILBARCO WARRANTY TERMS

PRODUCT LINE	COVERAGE (MONTHS)		TERMS
	PARTS & WORKSHOP LABOUR	*TRAVEL & ON-SITE LABOUR	
Pumps, Dispensers and LPG	12	12	Commences from the date of commissioning or 3 months from the date of invoice, whichever occurs first. If equipment is installed and commissioned by Gilbarco, on-site labour and travel to sites within 100 kilometres of a Gilbarco service centre are included during normal business hours .
Except :Lighting	3	3	
Nozzle	3	3	
Pumps and Dispensers Rebuild	12	12	As above
Except -Hydraulics (reconditioned)	3	3	
Submerged Turbine Pumps (FE Petro)	12	12	As above
Tank Monitors	12	12	As above
Forecourt Payment Systems	12	12	As above
Software Products	3	-	Commences from date of commissioning or 3 months from date of invoice, whichever occurs first.
Industrial Products	3 to 12**	-	Commences from date of invoice. **Consult Gilbarco for terms at time of purchase.
Installation work	3	3	Commences from date of completion of work. Includes on site labour and travel to sites within 100 kilometres of a Gilbarco service centre are included during normal business hours .
Except -when pipeline movement is possible eg on a jetty	1	1	
Service Work	1	1	As above for installation work
Spare Parts	1	-	Commences from date of invoice

IMPORTANT

1. ***Travel and on-site labour** are only offered on same products and only if equipment was installed and commissioned by Gilbarco.
2. **Normal business hours** are 8am to 5pm, Monday to Friday [excluding Public Holidays, outside these hours a call-out fee will apply.
3. **Service Centre** is normally defined as the nearest Gilbarco office. A pro-rata charge will apply or travel greater than 100 kilometers.
4. **Special warranty terms** agreed and recorded in writing at the time of the sale may override the terms above.

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	Issue: F	Page 3 of 3
	Authorised by: Managing Director GVR ANZ	