

REPAIR, RETURN & REFUND POLICY

About our Policy

At NCE Pty Ltd (NCE) we want our customers to be completely satisfied with their purchase. We therefore recommend that you read and become familiar with our Repair, Return and Refund Policy and our NCE General Terms and Conditions of Trade.

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 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.

NCE offers the following warranty in relation to its goods.

The benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

NCE warrants to the original purchaser that, subject to the exclusions and limitations below, all parts of the manufacture and assembly of the goods carried out by NCE will be free from defects in materials and workmanship for a period of 12 months from the date of purchase (**Warranty Period**).

This warranty is not transferable to a subsequent customer if the goods are sold by the original customer during the Warranty Period.

If a defect appears in NCE's manufacture or assembly of the goods before the end of the Warranty Period and NCE finds the goods to be defective in materials or workmanship, NCE will, in its sole discretion, either repair or replace the goods or the defective part of the goods free of charge, or provide a credit or exchange.

NCE reserves the right to replace defective parts of the goods with parts and components of similar quality, grade and composition where an identical part or component is not available. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Where your rights under the Australian Consumer Law or this warranty do not apply, we may provide you with an indicative cost estimate to repair the goods.

Change of mind

Please choose carefully as credits and returns are not provided where you have simply changed your mind or made a wrong selection. We recommend that you carefully review any orders before proceeding. Goods can not be accepted for return unless agreed in writing by NCE and a restocking charge of 25% may apply.

Replacement item warranty

Should a replacement item be supplied by NCE 'under warranty' due to damage or product failure of original item purchased, NCE will warrant the replacement item for the remaining warranty period only of the original item warranty.

Warranty Claims

1. If a fault covered by warranty occurs, the customer must first contact the NCE Customer Service or Warranty Department.
2. Any warranty claim must be accompanied by proof of purchase, full details of the alleged defect (including clear photos), and appropriate documentation (such as historical and maintenance records).
3. The customer must make the goods available to NCE or its authorised repair agent for inspection and testing.
4. If such inspection and testing finds no defect in the goods, the customer must pay NCE's usual costs of service work and testing. The customer must bear the cost of the transport of the goods to and from NCE or the authorised repair agent, and all insurance of the goods.
5. Goods returned for repair or credit will be assessed and repaired or replaced within a reasonable time.
6. Credits will normally be processed within 14 days* of your goods being returned to NCE's nominated warehouse.
7. Where goods have been assessed to be repairable under this warranty, you may be supplied with details of an authorised repairer. You may also be provided with an indicative repair and/ or replacement time, which may vary due to reasons beyond our control, or the repairer's reasonable control, such as part availability and incorrect fault description.
8. NCE does not take any responsibility for any repairs and/ or replacements carried out without our prior written consent.
9. NCE will endeavour to locate a service agent within a reasonable and acceptable distance to the caravan's location (within 50kms). If this is not possible, the claimant/owners travel plans and next 'major' town or city location will be required.
10. If a replacement item is required, NCE will require the location of the caravan and owners for the next 14 days to allow for pick, pack and postage. If the owners are traveling, NCE require next major town or city location.

Warranty repairs on caravans

NCE will not accept any claim for reimbursement for repairs or rectification carried out without prior authorisation from NCE Management. A written quote for the repair can be supplied, however NCE reserves the right to compare and assess the quote with an alternative repairer.

Exclusions

Where the warranty does not apply, no credit will be issued and no further action will be entered into.

The warranty will not apply where:

- (a) the goods have been repaired, altered or modified by someone other than NCE or an authorised repair agent;
- (b) the alleged defect in the goods is within acceptable industry variances;
- (c) NCE cannot establish any fault in the goods after testing and inspection;

- (d) the goods have been used other than for the purpose for which it was designed;
- (e) the defect in the goods has arisen due to the customer's failure to properly use and maintain the goods in accordance with NCE's instructions, recommendations and specifications (including applicable maintenance schedules);
- (f) the defect in the goods has arisen due to the customer's request to customise the goods;
- (g) the goods have been subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar;
- (h) the defect has arisen due to abuse, misuse, neglect or accident;
- (i) unauthorised parts or accessories have been used on or in relation to the goods; or
- (j) the goods has been overloaded or involved in an accident.

The warranty does not extend to:

- (a) damage or defects caused by normal wear and tear, including impact or stone damage;
- (b) water damage caused by creek crossings, flooding and other similar conditions;
- (c) damage or defects caused by excessive speed, hard impact or use of the goods in unsuitable 4WD or off-road applications;
- (d) the aesthetics of galvanising, coating and protectant treatments used.

Damaged Goods

NCE recommends that you immediately inspect any goods that we deliver or that you collect from any of our warehouses to ensure you are completely satisfied with the goods, including that the goods are of acceptable quality, and match the description we have provided to you.

If any goods arrive damaged, please contact your NCE Account Manager as soon as possible so a Return Authority Number can be arranged for the goods to be inspected. Goods must be returned within a reasonable time. The acceptance of the goods delivered shall be deemed for all purposes to have taken place 30 days* from the date of delivery.

If a purchaser receives a product that is damaged in transit from NCE, the purchaser should:

- Refuse to accept delivery of the product;
- Direct the courier to "Return goods to sender"; and
- Notify the NCE Customer Service or Warranty Department immediately.

NCE will not accept warranty claims on items delivered to the requested destination and inspected at time of delivery by the purchaser that are subsequently deemed to be **damage in transit**, after **7 days of delivery from the delivery date**.

Your Account Manager may take the following steps in order to determine the best way to proceed:

- Visit you on site to inspect the goods within 5 working days* from your initial contact with NCE; or
- Where your location prevents an immediate on-site visit, we may ask you to email photos documenting the damage to your Account Manager.

Your Account Manager will require the following information to ensure your claim is resolved as quickly as possible:

- Original invoice number
- Description of damage or repair required
- Photos of damage or repair required
- Chassis number
- Make, model or part number
- Caravan build date

No goods will be accepted for return until a Return of Goods Authority Number has been supplied to you. Goods must be returned in the condition received by you with all original packaging, accessories and/ or manuals.

Limitations

NCE makes no express warranties or representations other than set out in this warranty.

The repair or replacement of the goods or part of the goods is the absolute limit of NCE's liability under this express warranty.

Contact Us

If you have any questions regarding this policy, please contact our Head Office or your Account Manager.

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* Estimated resolution days may vary to circumstances beyond ours/ or our suppliers control.

* Refers to calendar days.