

KAB Seating Vehicle Seat Warranty Policy

NOTICE: this warranty applies to product supplied after 11 December 2023. For product supplied on or before 15 November 2023 refer to earlier warranty terms.

This warranty is given by KAB Seating Pty Ltd (ABN 36 006 236 095) (“**KAB Seating**”).

1. Warranty

1.1 This warranty applies only to original seats lawfully branded with original trademarks owned by Commercial Vehicle Group, Inc. of Ohio USA (**CVG**), including KAB Seating, National Seating, Stratos and Bostrom Seating (“**Product**”) and supplied by KAB Seating.

1.2 **KAB Seating** warrants that all Product supplied after 1 July 2017 purchased directly from KAB Seating or a reseller, retailer or distributor in each case authorised by KAB Seating (“**Authorised Supplier**”) will, for the Warranty Period:

- (a) be free from defect in materials or workmanship; and that;
- (b) the Product including the frame, accessories and spare parts purchased from KAB Seating or its Authorised Supplier will operate in accordance with KAB Seating’s specifications under normal operating conditions.

1.3 This Warranty:

- (a) applies only to genuine Product which has not been altered or modified;
- (b) extends only to the original purchaser (“**Customer**”) and cannot be transferred to anyone;
- (c) commences on the date on which the Customer purchases the Product from KAB Seating or an Authorised Supplier as evidenced by the date of the receipt for the Product issued by KAB Seating or the Authorised Supplier
- (d) applies only to Product imported, distributed or manufactured by KAB Seating that is new as at the date of purchase by the Customer;
- (e) does not apply to any Product purchased from anyone other than KAB Seating or an Authorised Supplier;
- (f) is valid only within the country in which the Product is sold to the Customer;
- (g) applies only to Product which has been stored in a clean and dry environment with no exposure to sunlight and weather conditions (Storage Condition); and
- (h) applies only where the Product has been used in accordance with the manufacturer’s instructions, and any training provided by KAB Seating.

1.4 Attaching Product, irrespective of certification, to non-genuine CVG branded parts voids this warranty.

1.5 The Customer must produce its sales receipt or proof of purchase to make a claim under this warranty, otherwise claims will not be accepted.

2. What is the Warranty Period?

2.1 The Warranty will last for 12 months from the date of purchase by the Customer as shown on the receipt (**Warranty Period**).

3. What is covered under the Warranty?

3.1 If the Storage Condition has been satisfied for the Product but the Product fails during proper use within the Warranty Period, KAB Seating will repair, replace, or exchange the faulty parts within the Product, or the Product itself, in its discretion.

3.2 This Warranty covers all parts and labour for the duration of the Warranty Period.

3.3 Product presented for repair may be replaced by refurbished goods of the same type rather than being repaired.

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3.4 Any replacement part used in the repair of a Product under this Warranty is warranted for the balance of the relevant Warranty Period.

4. What is not covered by the Warranty?

4.1 The Warranty does not apply if the Product is:

- (a) purchased from anyone other than KAB Seating or an Authorised Supplier or by way of auction;
- (b) purchased second hand;
- (c) purchased anywhere other than Australia (or for New Zealand residents, other than New Zealand or for Singapore residents other than Singapore);
- (d) is exposed to a load in excess of the maximum weight shown in the manufacturer's specifications;
- (e) is not and has not been stored in compliance with the Storage Condition;
- (f) damaged:
 - (i) through usage or storage that is outside of the parameters described in the manufacturer's instructions;
 - (ii) by accident, intentional or accidental misuse, abuse, neglect, poor maintenance, or use under abnormal conditions;
 - (iii) through fluid ingress of any kind (including damage from condensation), excess humidity, exposure to salt water;
 - (iv) through exposure to chemicals, harsh or caustic material, grit, dust, particulate or similar items;
 - (v) due to use in a corrosive environment; or
 - (vi) from pest infestation,
- (g) damaged or lost during transit to KAB Seating or the Authorised Supplier or the KAB Seating Service Centre;
- (h) modified or repaired by anyone other than KAB Seating personnel or an authorised KAB Seating repairer. Authorised repairers are listed under the "repair" button on the website www.kabseating.com.au;

4.2 This Warranty is void if:

- (a) the serial number on the Product; or
- (b) the plate identifying the serial number attached to the Product, is damaged, tampered with, destroyed or missing (if applicable).

4.3 Unless the Customer is notified otherwise by KAB Seating, the Warranty does not cover:

- (a) any particular purpose even if that purpose has been disclosed to KAB Seating or the Authorised Supplier;
- (b) freight and transportation costs except as specified in this policy; or
- (c) removal and reinstallation costs.

4.4 The Warranty does not apply to:

- (a) trims and foams for show stock or ex show stock;
- (b) any defect caused or contributed to by any accessory attached to the Product without the approval of KAB Seating; or
- (c) fair wear and tear; or
- (d) Product which has not been stored in accordance with the Storage Condition; or
- (e) claims for special indirect or consequential loss or loss of profits, loss of opportunity or bargain, loss of future contracts, or losses from business interruption, or claims for personal injury arising out of the use of, or any defect in a Product.

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4.5 KAB Seating will not accept claims under this Warranty which are made more than 3 months after failure date or the date repairs became necessary.

4.6 KAB Seating will not be responsible for any failure in the Product or delays in repair or replacement of the Product due to causes beyond its control, including but not limited to the failure of any reseller or distributor or Customer to comply with the Storage Condition.

5. How to obtain Warranty Service?

5.1 To obtain warranty service the Customer must return the Product to the place where the Customer purchased it ("**Point of Purchase**"). KAB Seating will not collect the Product.

5.2 The Product may be repaired at the Point of Purchase by the Authorised Supplier under the direction of KAB Seating. If that is not possible the Authorised Supplier will make a claim for repair, replacement items or reimbursement of costs in writing to KAB Seating. The Customer must provide the Authorised Supplier with a warranty claim form containing the following details: *Seat model number; KAB Seating Serial number (if applicable); Customer name; Contact information; Detailed description of failure & repair (from dealer); Date in service (or build date); Date of failure or repair; Claim date and pictures of fault (if applicable).*

5.3 The Customer will be advised by a member of KAB Seating's Customer Service team whether the claim appears to be covered by the Warranty.

5.4 If the claim is initially accepted, the Customer Service Team will email or post to the Customer a Return Authorisation containing instructions for the return of the Product to a KAB Service Centre. The Product will be fully inspected to confirm the fault (if any) falls within Warranty. If a claim is rejected following inspection, freight and transportation costs are payable by the Customer.

5.5 In some circumstances KAB Seating may in its discretion attend the Customer's premises to perform an inspection of the Product.

5.6 KAB Seating may reject claims which do not provide sufficient information to determine KAB Seating's liability.

5.7 KAB Seating will not provide the Customer with an exchange or a temporary seat while the Product is being repaired.

5.8 KAB Seating is not responsible for any loss the Customer incurs from any vehicle downtime.

6. Who is responsible for the expenses for making a Warranty Claim?

6.1 KAB Seating will reimburse the reasonable costs of shipping the Product for a Warranty claim if:

- (a) the Customer makes a Warranty claim to KAB Seating in the approved form; and
- (b) KAB Seating issues a Warranty Return Authorisation number; and
- (c) inspection of the Product confirms the claim is within Warranty.

6.2 KAB Seating will not consider a Warranty claim if a warranty authorisation number has not been issued. In such a case the Product (if received) will be returned to the Customer at the Customer's expense.

7. What about Consumer Guarantees?

7.1 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.

8. Out of Warranty Repair Service

8.1 KAB Seating provides repair service for Products that are out of the Warranty period or are not covered by the consumer guarantees in the Australian Consumer Law, at the cost of the Customer.

8.2 At the request of the Customer, KAB Seating may either perform a full repair or partial repair of the Product.

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- (a) A full repair of the Product is where KAB Seating replaces all parts required to restore the functionality of the Product to “as new”.
- (b) A partial repair of the Product is where KAB Seating replaces one or more spare parts at the request of the Customer.

8.3 Subject to the limitations and conditions in this policy and subject to the consumer guarantees in the Australian Consumer Law (where applicable):

- (a) a full repair of the Product comes with a 12 months’ warranty; and
- (b) a partial repair comes with a 12 month warranty for the part replaced only.

8.4 KAB Seating undertakes to carry out any repair work including installation of spare parts to the Product with due care and skill. The Customer acknowledges that a partial repair involving installing a new spare part into a Product that has been in use for some time may adversely impact on the functionality and prolonged use of the Product (other than the spare part). KAB Seating expressly excludes liability for such impact.

9. Privacy Statement

9.1 Information supplied by the Customer will be used by KAB Seating to comply with a warranty claim.

9.2 The provisions of the *Privacy Act 1988 (Cth)* and the Privacy Policy available at www.kabseating.com.au applies to information collected by KAB Seating.

KAB//Seating

- (a) KAB Seating Pty Ltd (ABN 36 006 236 095)
- (b) Unit 1-3, Building 4, 29-41 Lysaght Street Acacia Ridge, QLD 4110
- (c) Call: 1300 130 522
- (d) Email: australia.warranty@cvgrp.com

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