



# PRODUCT WARRANTY

Wells29 Pty Ltd ABN 38 623 262 984 (trading as i2irails) welcomes you as a customer. Our products are engineered and manufactured to ensure the highest standards of reliability and performance during use. We also offer after sales service.

If you are a consumer under Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) (**ACL**), our products come with guarantees that cannot be excluded under the Australian Consumer Law. Your rights as a consumer are set out below. The benefits to you under this warranty are in addition to other rights and remedies which may be applicable under ACL.

The only conditions, guarantees and warranties (together referred to as Warranties) which apply to the supply of the Products are those required to be binding by statute (including the ACL (as defined below)) and the warranty against defects set out in this document. To the extent permitted by law all other warranties are excluded.

## Limited Warranty

i2irails warrants that for a period of twelve (12) months from date of purchase, the products will be free from defects in materials and workmanship. i2irails will, at its option repair or replace products or any part or parts of products manufactured by i2irails or provide a refund by paying or crediting you an amount equal to the purchase price of the product if the product, following examination by i2irails, is found to have failed directly due to defective material or workmanship or both. Any products or parts replaced or for which i2irails has provided a refund are the property of i2irails and will not be returned to the purchaser.

You must notify i2irails of a warranty claim prior to returning the product and obtain i2irails' approval for the return of the product. All claims must be made by the original purchaser in writing to:

Wells29 Pty Ltd  
Registered Office  
A8, 4 Central Ave  
Thornleigh NSW 2120

All claims must be accompanied by a copy of i2irails tax invoice and the products to be replaced or repaired. All transportation charges on products submitted for replacement or repair under this warranty and other costs and expense of claiming under the warranty will be borne by the person making the claim. You are responsible for selecting the carrier or other means of returning a product to i2irails. If you choose not to (1) use a carrier that offers tracking or (2) insure or declare the full value of the product, you will be responsible for any loss or damage to the product during shipping. Replacement or refund will not be issued unless a valid proof of delivery can be provided.

The warranty excludes installation, abuse, misuse, accident, modification, unreasonable use, lack of maintenance or neglect of the product or a product that is significantly worn (Misuse).

Upon receipt of the product, the warranty claim will be reviewed and the product will be inspected. If the warranty claim is found to be valid, the product will be repaired and returned to you or a replacement product or refund will be sent to you. If the warranty claim is found to be invalid, the original product will be returned to you. By repairing or replacing a product, or providing a refund, i2irails does not waive a claim that a product nevertheless has been subject to Misuse.

Any goods purchased by i2irails from a supplier and resupplied to you are covered by such warranty as is specified by the manufacturer and i2irails will pass on the benefit of such warranty to you.

Director  
Wells29 Pty Ltd  
Trading as i2irails

## Australian Consumer Law

If you are a consumer under the ACL, then in accordance with the ACL, i2irails provides the following statement: (1) Our products come with guarantees that cannot be excluded under ACL. 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 products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. (2) The benefits of the warranty against defects set out in this document are in addition to the other rights and remedies of the consumer under a law relating to the Products to which the warranty relates. To the extent permitted by law, i2irails's liability for breach of the warranty against defects set out in this document is limited at i2irails's option and expense to repairing or replacing the products or paying a refund to you on the terms set out in this document.

Despite any statement to the contrary contained in this document, the limitation of liability set out in this paragraph also applies if you are a consumer and the products are not of a kind ordinarily acquired for personal, domestic household use or consumption.

## Exclusions

Subject to the above paragraphs, i2irails excludes all liability which can be lawfully excluded (including liability in negligence) to any person for any loss, cost or damage (including personal injury or death) whether incidental, special, consequential, indirect or otherwise (including without limitation loss of profits, revenues, anticipated sales, business opportunities, goodwill, or interruption of business) suffered or incurred by such person and arising directly or indirectly from the sale handling or use of the products or from any other cause with respect to the products. Nothing in this document excludes, restricts or modifies the application of any legislation (including the ACL) which cannot be excluded, restricted or modified (as the case may be).

## Changes to Warranty Statement

i2irails reserves the right to make changes to its Warranty Policy at any time by publishing changes to its warranty policy on its website but will not otherwise issue any formal notice to purchasers. The amended Warranty Policy applies to products purchased after the date of the amendment to the warranty policy or, if a specific date is specified as part of the amendment, from the specified date.

No registration (warranty) card is necessary to obtain warranty.