

PINHOLE QUILTING LTD.

WARRANTY CONDITIONS ON SALE OF EX-DEMO PFAFF POWERQUILTER 16.0 MACHINES

Limited Warranty

Pinhole Quilting ("PQL") offers a limited warranty on the Pfaff Powerquilter 16.0 Machine ("Machine") to be free of defects in workmanship and materials under normal use as follows:

(a) A 10 year Limited Warranty that the sewing head is free of casting defects or machining imperfections causing product failure. This warranty does not extend to consequential damage to the head caused by mechanical or electronic/electrical part failures beyond their warranty period.

(b) A 1 year Mechanical Warranty for any mechanical failure within this period.

(c) A 1 year Electronic/Electrical warranty. Electrical and electronic components are warranted to be free from manufacturing defects within this period.

The warranty commences from the date of despatch of the Machine from PQL to the customer, and in order to be valid, any warranty faults must be reported within the respective warranty period.

In all cases PQL will repair warranty faults for free (both parts and labour). Faults discovered during repair that are not covered by this warranty will be chargeable. The customer shall pay for all shipping, transportation and any duties, taxes or other compulsory charges that may be payable. Warranty exclusions apply as below.

If the customer has purchased the 2-year warranty extension at time of original purchase, all references in this document to '1 year' shall be substituted with '3 years'. All other conditions remain unchanged.

Warranty Exclusions & General Conditions

PQL shall have no obligation for any claim under this warranty if the machine has been misused, abused, neglected, damaged in transit or has been altered from the standard specifications of the Machine.

PQL shall have no obligation for any consequential, incidental or special damage arising from any warranty defect. This includes, for example, damage to fabric, the cost of rework or lost profits or non-availability of the Machine or the cost of any other person involved.

The customer must retain the original Machine packaging for transportation of the Machine as required. PQL shall have no liability in respect of damage caused in transport due to incorrect packaging.

Wear parts, operator error and Machine timing adjustments are not covered under this warranty. Wear parts include, but are not limited to the bobbin hook, drive belts, foot pedal, lights and needles.

This warranty is invalid if the machine is left plugged into a power source when not in use, or the components are damaged as a result of lightning strike or other power surge outside of the control of PQL.

The limited warranty stated in sections (b) and (c) above shall be limited solely to the replacement of parts which, in the opinion of PQL, are defective in workmanship or material.

In order to maintain the warranty, the Machine must be serviced at a minimum of every 2.5 years or 5 million stitches since the previous service, whichever is sooner.

The warranty shall be invalidated if any servicing, repair, tampering or internal adjustments are carried out by anyone other than a PQL authorised and accredited service engineer.

Exclusive Remedy

Remedy is limited to the repair or replacement of the defective Machine. PQL may elect which remedy or combination of remedies to provide at its sole discretion and shall have a reasonable time, after determining that a warranty defect exists, to repair or replace the defective Machine. Repair may be from new or serviceable used parts. PQL's warranty applies to repaired or replaced parts for the balance of the applicable period of the original warranty or ninety days from the date of shipment of a repaired or replaced Machine, whichever is longer.

PQL's entire liability for any defective Machine shall in no circumstances exceed the purchase price for the Machine, excluding any chargeable warranty or other invoiced items.

Warranty Claims

Service under the above warranties may be obtained by returning the Machine to PQL or their authorised representative stated in writing. The customer must first contact PQL to discuss any fault before returning the machine.