



Brooker New Aluminium Boat Warranty

Brooker Marine Pty, Limited (here after Brooker) warrants to the Owner that, subject to exclusions referred to below, it will, during a period of **thirty six months** after the purchase of a new Brooker boat (the boat), at its option repair, replace or adjust free of charge at the premises of Brooker, or its duly authorised agent, any part of the boat manufactured by Brooker which it finds to be defective in factory material or workmanship under normal use and operation within Australia PROVIDED ALWAYS that the boat has not become defective as a result of the consequence of the Owner's failure to properly maintain, use or operate the boat under normal conditions and that the capacity and operating limitation specified for the boat has been properly adhered.

This warranty only extends to a new boat purchased by the Owner from Brooker or its duly authorised distributor. Unless Brooker expressly agreed in writing, this will not apply to any defect in, or which is attributable to, or to the use of, any modification or alteration made to the boat unless such modification or alteration has been made by or at the direction of Brooker.

This warranty does not extend to any part of the boat which has not been directly manufactured by Brooker and, without limitation, excludes all accessories. Nothing herein shall exclude, restrict or modify any condition, warranty, right or remedy which pursuant to the Trade Practices Act 1974 (the Act) applies to the sale of the boat provided that to the extent that the Act permits Brooker to limit its liability for a breach of a condition or a warranty implied by the Act then Brooker's liability for same, including any consequential loss which the Owner may sustain or incur, shall be limited to:

- a) In the case of goods deemed under the Act to be supplied to a consumer hereunder anyone or more of the replacement of such goods or the supply of equivalent goods or payment of the cost of replacing such goods or acquiring equivalent goods or the repair of such goods or payment of the cost of having such goods repaired: or
- b) In the case of services deemed under the Act to be supplied to a consumer hereunder the supplying of such services again or the payment of the cost of having the services supplied as the case may require.



Special Provisions

- 1/. The boat is warranted to be free of structural defects in material and workmanship for 36 months from date of purchase. The boat is not warranted for damage caused by accident, misuse or negligence.
- 2/. The boat must at all times be properly used and maintained, it must not be structurally modified or be used for commercial or competitive purposes.
- 3/. Paint is warranted against defective paint or application, NOT against the normal effect of wear and tear, solvents, fuel damage or the normal effect of oxidization and degradation caused by dissimilar metals. Oxidisation has the potential to bubble the paint finish. Surface contaminants can cause oxidisation if not removed from the vessel.
- 4/. Any repair must be agreed by BROOKER before undertaken. Any repair work agreed by BROOKER will be performed by BROOKER or an agreed repair on behalf of BROOKER.
- 5/. Freight costs from and to the place of repair will be the owners responsibility. BROOKER will not be responsible for any consequential loss arising out of supply or use of the boat.
- 6/. The warranty excludes windows, windscreen or windshield breakage or leakage.
- 7/. The warranty excludes damaged caused by boats not properly trailered, boats incorrectly secured or insufficient engine support.



Brooker New Trailer Warranty

Brooker Marine Pty. Limited (here after Brooker) warrants to the Owner that, subject to exclusions referred to below, it will, during a period of **twelve months** after the purchase of a new Brooker trailer (the trailer), at its option repair, replace or adjust free of charge at the premises of Brooker, or its duly authorised agent, any part of the trailer manufactured by Brooker which it finds to be defective in factory material or workmanship under normal use and operation within Australia PROVIDED ALWAYS that the trailer has not become defective as a result of the consequence of the Owner's failure to properly maintain, use or operate the trailer under normal conditions and that the capacity and operating limitation specified for the trailer has been properly adhered.

This warranty only extends to a new trailer purchased by the Owner from Brooker or its duly authorised distributor. Unless Brooker expressly agreed in writing, this will not apply to any defect in, or which is attributable to, or to the use of, any modification or alteration made to the trailer unless such modification or alteration has been made by or at the direction of Brooker.

This warranty does not extend to any part of the trailer which has not been directly manufactured by Brooker and, without limitation, excludes all accessories. Nothing herein shall exclude, restrict or modify any condition, warranty, right or remedy which pursuant to the Trade Practices Act 1974 (the Act) applies to the sale of the trailer provided that to the extent that the Act permits Brooker to limit its liability for a breach of a condition or a warranty implied by the Act then Brooker's liability for same, including any consequential loss which the Owner may sustain or incur, shall be limited to:

- a) In the case of goods deemed under the Act to be supplied to a consumer hereunder anyone or more of the replacement of such goods or the supply of equivalent goods or payment of the cost of replacing such goods or acquiring equivalent goods or the repair of such goods or payment of the cost of having such goods repaired: or
- b) In the case of services deemed under the Act to be supplied to a consumer hereunder the supplying of such services again or the payment of the cost of having the services supplied as the case may require.



Special Provisions

- 1/. The Trailer is warranted to be free of structural defects in material and workmanship for 12 months from date of purchase. The trailer is not warranted for damage caused by accident, misuse or negligence.
- 2/. The Trailer must at all times be properly used and maintained, it must not be structurally modified or be used for commercial or competitive purposes.
- 3/. Any repair must be agreed by BROOKER before undertaken. Any repair work agreed by BROOKER will be performed by BROOKER or an agreed repair on behalf of BROOKER.
- 4/. Freight costs from and to the place of repair will be the owners responsibility. BROOKER will not be responsible for any consequential loss arising out of supply or use of the boat.