

OVERVIEW

This document is intended to clarify the warranty requirements given by Camp King Industries Pty Ltd ACN 623 846 435 for Australian customers and Rhino Adventure Gear, LLC for United States (US) customers in respect of the Camp King products.

This document should be read in conjunction with our 'agreed terms and conditions of sales and supply' and any other applicable installation or intended use and care instruction guides.

In this document, a reference to 'we/our/us' means Camp King Industries Pty Ltd ACN 623 846 435 or Rhino Adventure Gear, LLC (as required). A reference to 'you' means the 'buyer' noted on our order form or invoice.

AUSTRALIAN CUSTOMERS

1 Representations

The representations in this document are at all times subject to the Australian Consumer Law (ACL) provided under the *Competition and Consumer Act 2010* (Cth) and the benefits conferred herein are in addition to the other rights and remedies which are available to you under the ACL, the duration of which may overlap. The express warranty given by this document applies to the end consumer and not any stockist or authorised reseller of our products.

2 Mandatory Statement under ACL

Our goods come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and 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.

3 Summary of rights and remedies under the ACL

Our products come with guarantees that cannot be excluded under the ACL. The consumer guarantees include a guarantee that goods will be of acceptable quality, fit for a particular purpose made known by you to us prior to sale, match any description we give and match any sample or demonstration model.

In the event of a breach of a consumer guarantee, where there is a **major failure** of the goods, you are entitled, within the rejection period, to reject the goods and choose a replacement or refund. Where the failure does not amount to a major failure, known as a **minor failure**, you are entitled to have us repair, replace or refund the goods (at our election). You can also claim compensation for any reasonably foreseeable loss or damage you suffer as a result of a failure. Whether a specific failure breaches a consumer guarantee and whether you are entitled to a remedy will depend on the circumstances.

For more information about the ACL and consumer guarantees see: www.consumerlaw.gov.au

US CUSTOMERS

Your Camp King product was thoroughly inspected by our manufacturer and again by us prior to shipping to you and left our shop in great condition. Once you start using the product, we will not



replace the fabrics/windows if you rip or tear, get it stuck during up and down operations, your dog ate it, etc. Fabrics are not impervious to damage and cannot be warranted once used. That said, if you have any of the above happen during your adventures, we're happy to help get your tent repaired at cost by our manufacturer.

1 DISCLAIMER OF LIABILITY

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR THE ISSUANCE OF A REFUND OR CREDIT (AS DETERMINED BY US) IS A PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY. DAMAGE TO A PURCHASER'S VEHICLE, CARGO AND/OR TO ANY OTHER PERSON OR PROPERTY IS EXCLUDED.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OUR SOLE LIABILITY TO ANY PURCHASER IS LIMITED TO THE REMEDY SET FORTH ABOVE. IN NO EVENT WILL WE BE LIABLE FOR ANY LOST PROFITS, LOST SALES, OR FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR ANY OTHER DAMAGES OF ANY KIND OR NATURE.

In some countries, product liability legislation may give you other rights beyond the scope of this warranty. Where this applies, such rights shall replace the rights and conditions stated in this warranty.

Tent users are responsible for taking prudent measures that assess and plan for all weather conditions and to make decisions that maintain safe operations at all times. Always close and store tents if there is any question about wind security.

The material or production defects warranty does NOT cover damage and/or failure caused by weather (wind, rain, snow, hail, etc.), mishandling (forceful operation, stacking during transport, storage while wet, etc.), accidents (tent drops, object falls, vehicle collisions, etc.) or general wear and tear.

Fabrics that we use are treated to be fire-retardant and not fireproof; they will burn if left in continuous contact with any flame. The application of any foreign substances to this fabric may render the flame retardancy ineffective. While Camp King Tents are designed to give you the best performance possible, please practice safe operations, and always keep any heat sources or open flames away from fabrics and other flammable materials. Please keep all flame and heat sources at a safe distance.

WARNING: This product may contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. For more information: www.P65Warnings.ca.gov

REPRESENTATIONS

Camp King Industries Roof Top Tent

We represent to you that the workmanship of the Tents will last five (5) years from the date of invoice when exposed to normal conditions and maintained in accordance with our care guidelines.

Normal conditions means in accordance with our ***Roof Top Tent Intended Use and Care Instructions Guide*** document provided to you, with the purchase of your Roof Top Tent.



Camp King Outback Series

we represent to you that the workmanship of the Outback Series will last five (5) years from the date of invoice on the condition that the Outback Series is:

- (a) installed in accordance with the Outback Series Installation Guide, provided to you with the purchase of your Outback Series;
- (b) maintained in accordance with the Camp King Outback Series Intended Use and Care Instructions Guide, provided to you with the purchase of your Outback Series; and
- (c) exposed to normal conditions.

Normal conditions mean in accordance with the Camp King Outback Series Intended Use and Care Instructions Guide.

Camp King Tub Topper – Peak Series

We represent to you that the workmanship of the Tub Toppers will last five (5) years from the date of invoice on the condition that the Tub Topper is:

- (a) installed in accordance with the Camp King Tub Topper Installation Guide, provided to you with the purchase of your Tub Topper;
- (b) maintained in accordance with the Camp King Tub Topper Intended Use and Care Instructions Guide, provided to you with the purchase of your Tub Topper; and
- (c) exposed to normal conditions.

Normal conditions mean in accordance with the Camp King Tub Topper Intended Use and Care Instructions Guide.

Camp King Tray

We represent to you that the workmanship of the Tray will last five (5) years from the date of invoice on the condition that the Tray is:

- (a) installed in accordance with the Camp King Tray Installation Guide, provided to you with the purchase of your Tray;
- (b) maintained in accordance with the Camp King Tray Intended Use and Care Instructions Guide, provided to you with the purchase of your Tray; and
- (c) exposed to normal conditions.

Normal conditions mean in accordance with the Camp King Tray Intended Use and Care Instructions Guide.

Camp King Canopy



We represent to you that the workmanship of the Canopy will last five (5) years from the date of invoice on the condition that the Canopy is:

- (a) installed in accordance with the Camp King Canopy Installation Guide, provided to you with the purchase of your Canopy;
- (b) maintained in accordance with the Camp King Canopy Intended Use and Care Instructions Guide, provided to you with the purchase of your Canopy; and
- (c) exposed to normal conditions.

Normal conditions mean in accordance with the Camp King Canopy Intended Use and Care Instructions Guide.

Camp King Awning

We represent to you that the workmanship of the Awning will last two (2) years from the date of invoice on the condition that the Awning is:

- (a) used in accordance with the Product Information document provided to you with the purchase of your Awning; and
- (b) exposed to normal conditions.

Normal conditions mean in accordance with the Camp King Awning Intended Use and Care Instructions Guide.

If you are in Australia, we strongly recommend that your products are installed by professional 4WD accessory fitters to ensure proper installation in accordance with any installation guides available for our products. If you are in the United States, we strongly recommend the products are installed by Rhino Adventure Gear to ensure proper installation in accordance with the installation guides.

We do not make these representations in respect of:

- (a) third party fittings or accessories that are not manufactured directly by us; or
- (b) the canvas used in the tent component of our products.

These third party items are supplied with the warranty of the respective manufacturer only.

In relation to the products, we will repair or replace, at our cost, using new or refurbished parts, the product or the parts of the product (not being third party components) that prove to be defective, damaged or faulty, under normal use and maintenance.

2 What is excluded?

We are not responsible for any damages, actions, liabilities, or consequential loss caused by the improper installation of the products or a failure to maintain the products regularly and properly. Improper installation includes where the product is not installed in accordance with the relevant Installation Guide.



We do not provide any specific representation in respect of the products for the following matters:

- (a) third party fittings or accessories that are not manufactured directly by us;
- (b) the canvas used in the products;
- (c) conditions, malfunctions and/or damage not resulting from defects in workmanship directly attributable to us;
- (d) improper handling or storage of the products;
- (e) not maintaining the products in accordance with our care guidelines;
- (f) unauthorized modifications to the products;
- (g) third party repairs to the products;
- (h) use of the products on any vehicle other than those models for which the products were specifically manufactured;
- (i) damage caused to the products by installing or removing the products from the motor vehicle in which it was installed by us, including damage by way of vandalism;
- (j) damage caused to the products as a result of incorrect installation;
- (k) any accident involving the products;
- (l) continued use of the products after any defect has been discovered;
- (m) any alteration, modification, installation, removal, dismantling or re-installation of the products by any person other than us; and
- (n) any failure by your nominated insurance company to cover any costs in relation to your vehicle following installation of the products;
- (o) improper use, maintenance or handling of the products, including use that is not in accordance with normal conditions and the Camp King Intended Use and Care Instructions Guide or similar;
- (p) improper loading of the products; or
- (q) normal fair wear and tear.

3 Who does this apply to?

The specific representations made in this document apply to the original purchaser of our products only.

4 What you have to do?



To make a claim under this document for a product, you must cease using the product and must first contact us so that we can determine the problem and the most appropriate solutions for you.

You will be required to present an original proof of purchase to make a claim in accordance with this document.

Subject to the ACL, if we are of the opinion the product requires a physical inspection by us, then we are entitled to inspect the product, we may elect to have the product delivered to our premises. If, following that physical inspection, we determine that the claim is a valid claim under this document, we will pay all the costs of such delivery and inspection. If we determine the claim is not a valid claim under this document, you will bear, and we will recover from you, the costs of any delivery and return of the product.

Please contact us directly on:

Camp King Industries Pty Ltd

(07) 3803 0878 or email sales@campkingindustries.com.au

Rhino Adventure Gear, LLC

(833) 744-6624 or email sales@rhinoadventuregear.com

