



TECH TALK

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Will the use of Pro-Ma Performance Products affect my current warranty?

This question would probably be asked of me more often than any other, so it is important to clarify the situation regarding Warranty.

I have been involved in interpreting Warranty for more than 35 years as an Engineer with an automobile club, a vehicle manufacturer, several vehicle dealers and an owner. At one stage, we spent several weeks with company lawyers on the interpretation of a number of clauses in a warranty manual.

A warranty agreement is an agreement between the manufacturer of a product and the end user, whereby the manufacturer agrees to repair, replace or otherwise make good, defects in original materials or workmanship during the warranty period, at its option, any part which it finds to be defective in factory materials or workmanship under normal use and operation.

This agreement then goes on to provide territorial and other limitations in respect of items which it does not manufacture, such as tyres, batteries and radios for example. The warranty facts, definitions and explanations on my current vehicle covers five pages!

If a manufacturer does not give a warranty limiting its liability, then the product is considered to come under the "Sale of Goods Act", which is very much broader in its scope and manufacturers' responsibility and includes "Fitness for Purpose".

In Australia, a warranty agreement does not deprive any owner of any of those 'Rights and Remedies', which are conferred on consumers by the Trade Practices Act of 1974 and/or by any other applicable Commonwealth, State or Territorial enactment.

Similar Acts would be in force in New Zealand and the United States of America for the protection of consumers. American Consumer Legislation is far more extensive than that in Australia or New Zealand.



The manufacturer reserves the right of determination regarding acceptance of a claim within the terms of its warranty. A dealer cannot amend any warranty agreement between the manufacturer and the owner but he will endeavour to interpret the agreement on behalf of the company. Some dealers try to give the impression that they can deny warranty but they do not have that power in their own right.

As you will see from the above, the use of Pro-Ma Performance Products has no bearing on original defects in workmanship or material and thus, no bearing on the manufacturer's warranty to the owner.

Manufacturers generally do not have the time or the inclination to test our products in their engines or machinery. This could take many months and several members of their staff and tie up valuable equipment.

Pro-Ma Systems warrants the quality of its products and its packaging. This is set out in the Product Representative Agreement Clause V, "The Company's Products". The company's "Money-Back Guarantee of Products Sold and the Limitation" is set out in Clause IXE. The qualifications for Representative

Product Replacement and Customer Refund are set out very clearly in this clause.

In the extremely unlikely event of a problem occurring after use of the Company's Performance Products, I may be asked to examine the displaced parts. In that instance, I would require a full report with as much relevant details as possible, together with a copy of the applicable retail invoice.

In every case investigated to date, there has been a pre-existing problem, a massive overdose or incorrect assembly.

The Company has arranged a Public Liability Policy to provide protection for you as representatives, in the event of a claim. In the event of a claim, you must be careful not to make any statement which may prejudice the Company or its Insurers.

Go out and market the Performance Products with confidence, knowing that you can counter the warranty question and that our products perform more functions than almost any other product in the market place.

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