

WINCHES
AUSTRALIA
Quality Winch Solutions



Load Brake Winch

SF2200

Revision: 1.0



OWNER'S MANUAL

**QUALITY
WINCH SOLUTIONS**



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Trademarks

HES Winches Australia is a registered trademark. Other trademarks may exist which are not explicitly noted here, and they remain registered to the appropriate organisations.

Warranty

HES Winches Australia provides a limited warranty for goods of our own manufacture against defective workmanship and materials which have substantially diminished or are likely to substantially diminish the life or functionality of the goods for a period of twelve months from the date of despatch.

For any warranty claims please contact OzWinch on 1300 946 242. HES Winches Australia reserves the right to request any claimant to supply a copy of the tax invoice as part of the claim.

Revision History

Revision	Date	Details of Change
1.0	15/05/2024	First Release

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Preface

We thank you for choosing a HES Winches Australia product. This document is intended for engineering staff and provides the information necessary to safely operate and maintain the winch.

This equipment is the result of extensive design and development and is acknowledged as being a superior product in its category. We congratulate you on your discerning choice and wish you many years of productive service.

Read this manual carefully before operating the equipment or performing any maintenance on the winch. It is advised that this manual be kept with the machine at all times as a reference.

For further information please contact HES Winches Australia using the contact details provided on the previous page.

Definitions

The following definitions will be used in this manual.

Designated Person - a person who is selected or assigned as being competent to perform specific duties to which they are assigned.

Qualified Person - a person that by possession of a recognised degree or certificate of professional standing, or through extensive knowledge, training, and experience, has successfully demonstrated they are able to resolve problems relating to the subject matter and work.

Contact Details



Customer Service

Phone: 1300 946 242

Email Sales: sales@heswinches.com.au

Website: www.ozwinch.com.au
www.heswinches.com.au

CHAPTER 1 | Safety



There are safety risks for people and machinery when working with this winch. Compliance with safety precautions and risk management standards are vital in mitigating the risk of injury, or damage to the equipment.

Following the safety guidelines will help minimise the risk of injury and ensure a trouble-free working life for your winch.

This OzWinch is designed for lifting and winching materials only. Do not use the winch for movement of personnel.

Do not exceed the rated allowable lifting capacity indicated on the attached plate. This load brake winch should be operated by a competent operator only.

Failure to read and comply with the following warnings may result in a hazardous situation that could lead to death, serious injury or property damage.

Contact OzWinch for replacement manuals and spare parts.

Safety Overview

Read and follow **all** operating and safety instructions contained in this Owner's Manual.

If you are unable to identify hazards or do not understand the process for use of the RISK MATRIX, stop the job and consult a qualified Occupational Health and Safety consultant.



WARNING

This symbol has been used throughout this manual and on the equipment to highlight important safety information. Ensure you read and understand the information before embarking on any related task.

Task Safety Process

Always evaluate the risk factors before starting any work that involves winches.

Plan Your Task

- List the activities required to undertake the task.
- Ensure that the safety processes are understood and communicated to all persons involved with the task.

Identify the Risks

- Why, when, how and what risks can occur?

Assess the Risks

- Determine the likelihood of a hazard occurring.
- Determine the severity of the consequence.
- Determine the "Action Required" to prevent the hazard from occurring.

Implement Controls

- Consider how risks can be mitigated by implementing controls such as:
 - Safe work practices and procedures
 - Using appropriate equipment or specific people that have experience.
 - Establishing barriers or setting up safety mechanisms such as guards.
 - Wearing the correct Personal Protection Equipment (PPE) for the task.

Are the Risks acceptable?

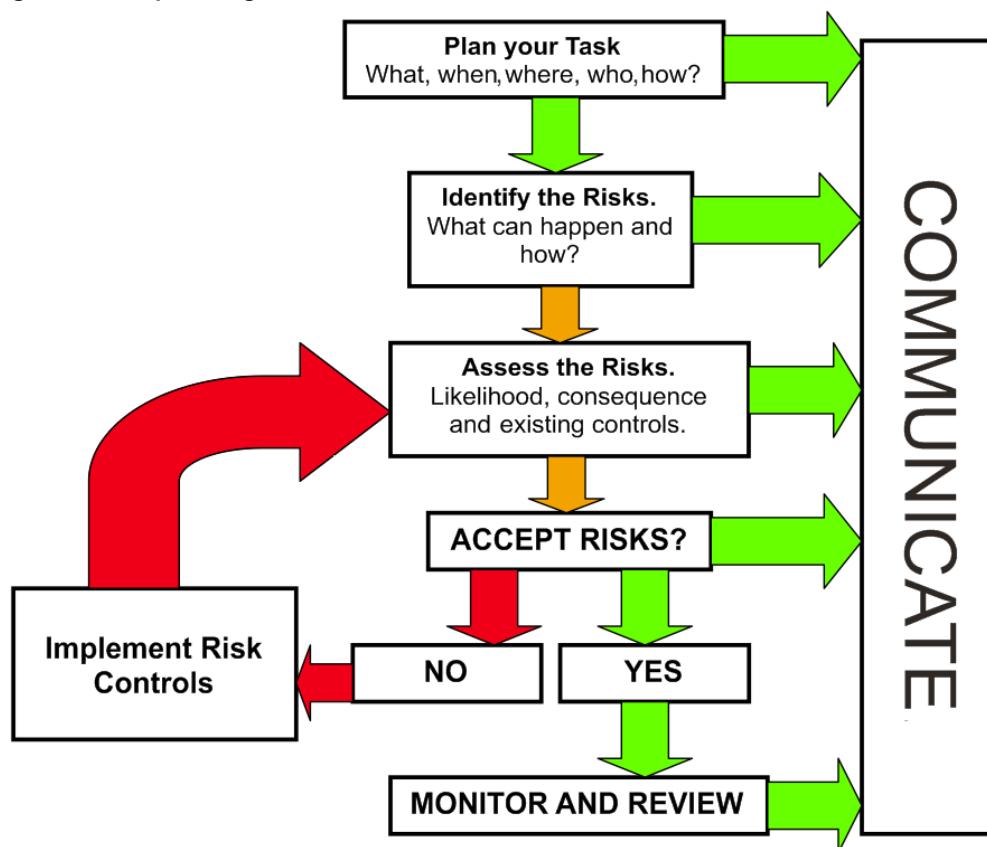
- If **NO** – formulate controls to mitigate the risk and re-assess the task.
- If **YES** – Organise the task, maintain controls, communicate instructions clearly, monitor and review progress.

Monitor and Review

- Work methodically, check on progress, and communicate.
- Continually monitor the situation by reaffirming:
 - Is the plan being followed?
 - Are controls adequate?
 - Is further assessment required?
 - Have conditions changed?

If yes, then stop the task and review the plan.

Figure 1. Task planning chart



Winch Safety Warnings



WARNING:

DO NOT lengthen the handle for additional leverage.
DO NOT operate until all personnel are warned or cleared from the area.
DO NOT lift people or lift loads over people.
DO NOT allow people anywhere near the potential path of a winch rope as it could snap.
DO NOT allow people or situations to become distractions whilst operating the winch.
DO NOT alter the equipment.
DO NOT operate a damaged or malfunctioning product.
DO NOT leave a suspended load unattended without taking proper precautions.
DO NOT operate without verifying winch rope is installed securely to winch drum.
DO NOT operate without a minimum of 4 anchor wraps of the winch rope on the drum.
DO NOT get close to moving parts of the equipment including drum, gears and winch rope.
DO NOT lift more than the designated load rating of the winch or other system parts.
DO NOT use more than one winch to lift a load unless the system is so designed.
DO NOT lift or pull loads on an incline without a brake installed on the equipment.
DO NOT use the equipment if guards are removed or improperly installed.
DO NOT allow the load to swing or jerk and avoid shock loads by operating smoothly.
DO NOT secure load by wrapping winch rope around the load.
DO NOT power operate this winch. Operate winch manually only.
DO NOT allow children to operate this winch or be around this winch when operating.
ALWAYS follow all instructions when replacing the winch rope.
ALWAYS use a secondary safety mechanism to secure the load after using the winch.
ALWAYS inspect before every use. Do not use if damaged or if parts are loose.
ALWAYS examine the winch for structural cracks or bends and damaged or frayed winch rope, or any other conditions that may affect the safe operation of the winch.

Winch Preparation

Following delivery of the OzWinch, some basic checks should be conducted to ensure the system can be prepared for safe operation.

Post-Delivery Inspection

The OzWinch needs to be inspected for any evidence of damage that may have resulted during transport or shipment before it is declared ready for use.

Note: If the Owner's Manual for the winch has not been received or has been lost or destroyed, immediately contact OzWinch to obtain a copy. Do not inspect, operate, or perform maintenance on the winch without having the Owner's Manual.

CHAPTER 2 | System Overview

Winch Overview

The OzWinch SF2200 Load Brake winch has been specifically designed for safer and easier winch operation in both hoisting and hauling applications. The winch requires very low operator effort to easily operate the ratchet handle which allows reciprocating handle movement in either direction for both lifting and lowering loads and is also ideal for use in cramped locations. This winch is also equipped with a positive load-actuated brake and can hold the load safely in any position while the gears and brake are fully covered to prevent dust, dirt, and rain contamination.

Each unit is supplied fully certified with a Test Certificate and complies to AS 1418.2

For model specifications please refer to winch Model Specifications table below.

Table 1. Winch Model Specifications

Model Number	SF2200
Lifting Capacity	1000KG
Hauling Capacity	2000KG
Hand Force Required	10KG
Gear Ratio	22.2:1
Drum Diameter	80MM
Handle Length	300MM
Unit Mass	17.5KG
Recommended Winch Rope Diameter	8MM
Winch Rope Storage Capacity	32M

Winch Repair

All repairs must have factory authorisation. Contact OzWinch to prevent voiding of the warranty and potential damage to the winch.

Perform recommended inspections to identify which parts should be replaced.

- Only use OzWinch replacement parts.
- Contact your local OzWinch dealer for replacement parts. Please have the serial number, relevant part number and description available when calling.

Protect the winch from damage and corrosion by monitoring for paint chipping or excess wear.

- Refinish any problem areas by removing paint to the bare metal, cleaning the area well and repainting with a high-quality primer and finish coat.

Figure 2. General assembly parts identification diagram.

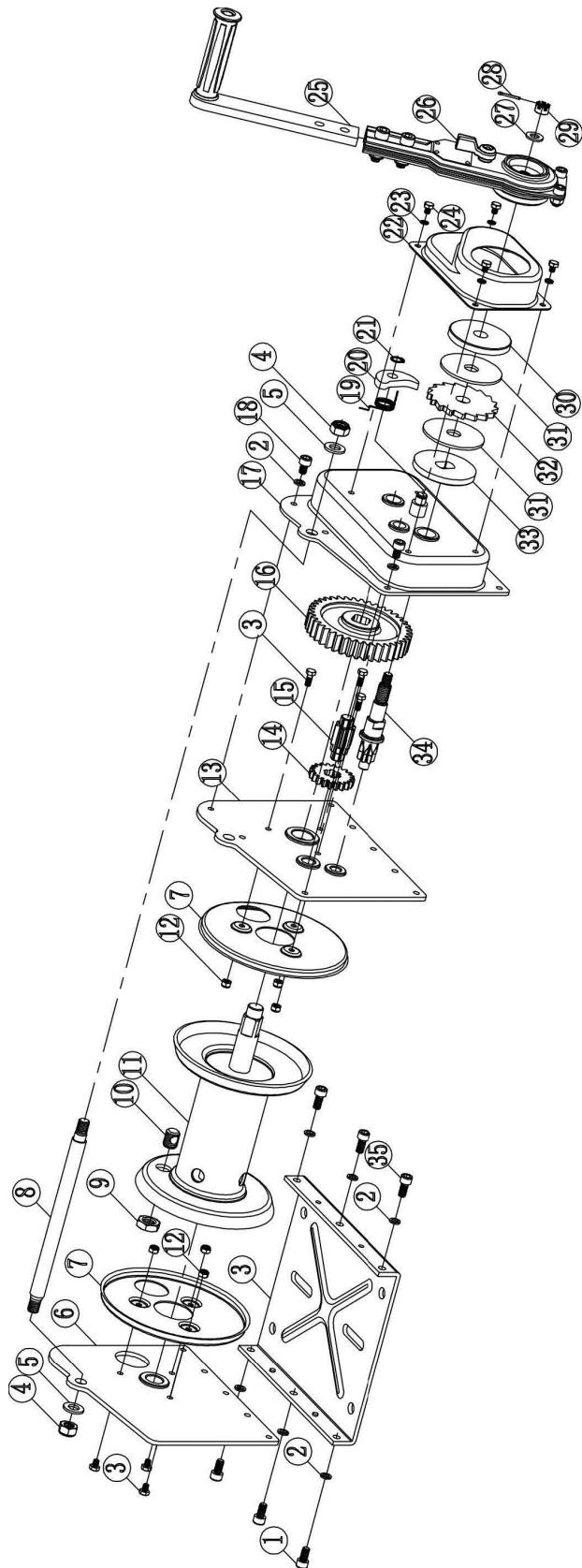


Table 2. General Assembly Parts Listing

No.	Qty.	Description	No.	Qty.	Description
1	3	M8x15 Cap Screw	13	1	Winch side plate internal
2	8	M8 Spring washer	14	1	Small gear
3	6	M6x14 Cap screw	15	1	Short drive shaft
4	2	M12 Nyloc nut	16	1	Large gear
5	2	M12 Flat Washer	17	1	Exterior plate assembly
6	1	Winch side plate external	18	2	M8x12 Cap screw
7	2	Protective cover	19	1	Pawl spring
8	1	Support rod	20	1	Pawl
9	1	M16 Hexagonal thin nut	21	1	Pawl circlip
10	1	Rope anchor screw	22	1	Brake assembly cover
11	1	Winch drum	23	4	M6 Spring washer
12	6	M6 Nyloc nut	24	4	M6x10 Cap Screw
			25	1	Winch handle
			26	1	Lever assembly complete
			27	1	M10 Flat washer
			28	1	2.5x20 Split pin
			29	1	M10 Castle nut
			30	1	Brake plate
			31	2	Friction disc
			32	1	Ratchet disc
			33	1	Square tenon brake plate
			34	1	Long drive shaft
			35	3	M8x18 Cap screw
			36	1	Stainless steel nameplate

Installing the Winch

Choosing a Location

- Have a qualified professional confirm that the foundation complies with local codes, is rigid and level and will support the winch under all load conditions.
- Avoid areas with corrosives, flammables, combustibles, explosives, and other potentially damaging materials.
- Situate the winch where the operator can avoid the load area and the potential path of snapping winch rope.
- Situate the winch in a place where it can be seen throughout the whole operation.
- Avoid areas with potential interferences such as traffic and obstacles.
- Ensure the winch is easily accessible for operation and routine maintenance.

Figure 3. Dimensions

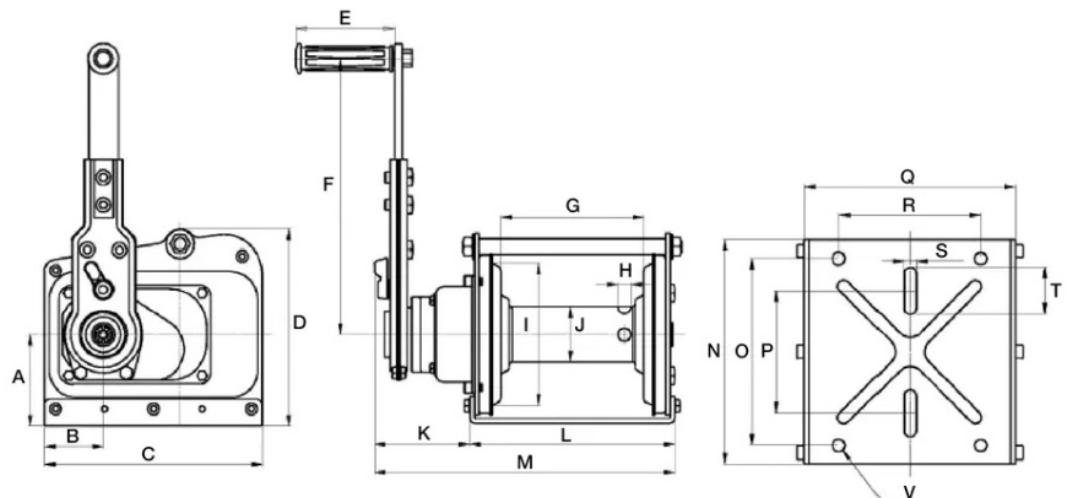
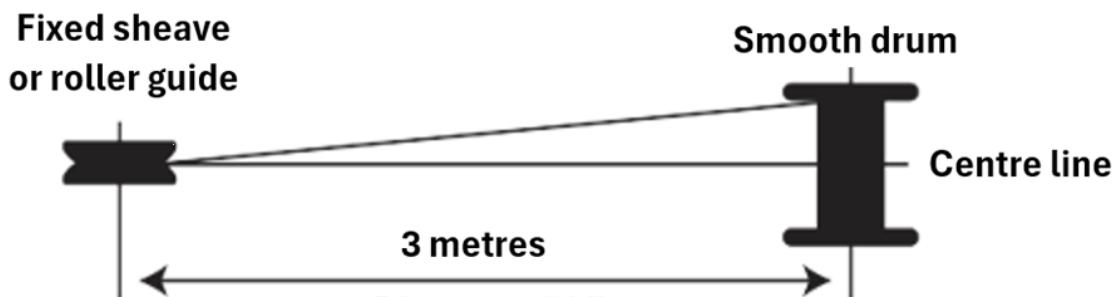


Table 3. Dimensions of OzWinch SF2200

Dimensions (MM)							
A	100	G	156	M	342	S	13
B	64	H	16Ø	N	238	T	50
C	238	I	155Ø	O	198	V	13Ø
D	214	J	80Ø	P	130		
E	108	K	118	Q	224		
F	300	L	224	R	150		

Installation

If a sheave or roller guide is required, situate sheave or guide as per diagram below. The minimum distance required from the sheave or roller guide to the winch drum for the SF2200 load brake winch is three (3) metres which is a calculation of 19 times the width of the winch drum of 156mm which is in accordance with AS 1418. This fleet angle will allow the winch rope to spool more evenly onto the drum, reducing harm to the winch rope.



Do not weld the winch frame to the foundation as doing so will invalidate product warranty. Contact OzWinch for more information if required.

Fasten the winch firmly to the foundation using M12 coarse thread fasteners of at least grade 8 with a torque of 30 ft. lb. without lubrication. Use safe engineering practices to assure that the mounting holes are attached firmly to a solid foundation that will support the winch and load in all situations.

The Winch Rope

Consider the following information when choosing the proper winch rope.

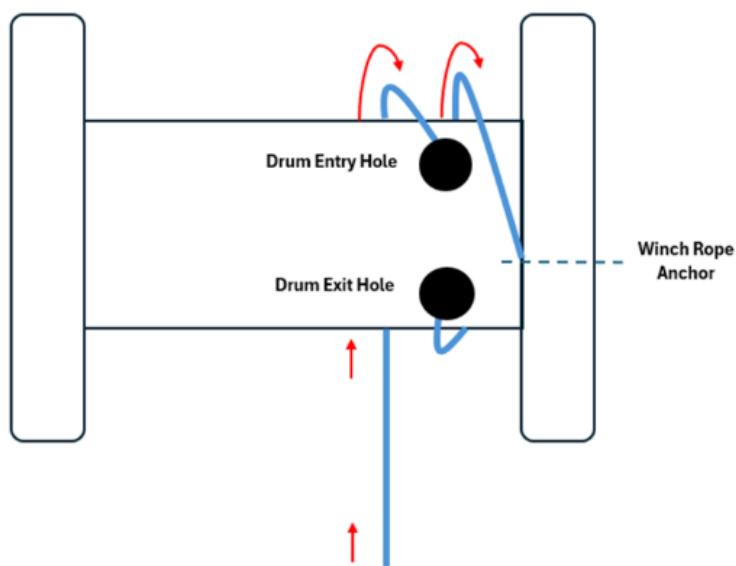
The breaking strength of the winch rope should be at least 2 times greater (SF2:1) than the largest load when pulling on a horizontal surface and 4 times greater than the largest load for lifting applications (SF4:1).

OzWinch recommends the use of an 8mm galvanized wire or Dyneema synthetic rope.

Contact OzWinch customer service if further assistance is required.

To Install the Winch Rope

1. Align drum rope anchor screw hole on cheek plate with external side plate entry.
2. Pass winch rope under the winch drum in a clockwise direction.
3. Pass winch rope over the winch drum inserting winch rope into the winch drum rope entry.
4. Retrieve winch rope from the winch drum rope exit and pass the winch rope under the winch drum in a clockwise direction.
5. Pass winch rope over the winch drum and install end of rope into winch rope anchor screw (part number 10)
6. Insert winch rope anchor screw into cheek plate hole ensuring that the cap screw head is facing outwards to external side plate hole.
7. Carefully insert anchor nut through the external side plate entry and fasten the winch rope anchor screw tightly. A 24mm socket with ratchet handle will be required.



8. Spool the winch rope onto the drum by turning the handle anti-clockwise. Always ensure that the winch rope spools correctly and is attached firmly to the winch drum to prevent release of the load.
9. Keeping the winch rope under tension, spool a minimum of four full wraps of winch rope onto the drum.



CAUTION

If the winch rope unwinds it needs to be re-installed correctly before continuing.



- Wear protective clothing when working with the winch rope.
- Prevent damage to the winch rope by keeping it clean and not allowing it to pass through dirt or debris.

CHAPTER 3 | Operation

To ensure the safe operation of your OzWinch refer to the Task Safety Process on page 6 for further details and how to assess risk. All safety rules, decals and instructions must be always understood and complied with.

Concept of Operation

- Ensure that the total force needed to lift the load does not exceed the load rating of the winch.
- Follow all recommended maintenance and inspections to monitor for any damage that could contribute additional weight to the equipment.
- Be aware of variables affecting performance ratings of the equipment.
- Loose spooling and overlapping of the winch rope affects drum capacity.
- As multiple layers build around the drum, the force needed to lift the load increases and the load rating of the winch decreases.
- Maintain the correct fleet angle and keep sufficient tension on the winch rope so it winds evenly.

Servicing and Inspection

The OzWinch Load Brake Winch requires regular servicing to keep it in good working order.

Servicing entails a full Inspection and maintenance where required using the Inspection Chart as your guide.

Inspections Requirements

In order to maintain quality operation of the product, a regular inspection schedule should be set up by each operator. All inspections should be reported and maintained in a dated record log. These records should be available to all personnel involved with the product and should be made available to OzWinch when a warranty issue is in question.

Inspection Classifications

To confirm requirements of each inspection classification and their location, please review the Table 4. Inspection Chart on page 16.

Frequent Inspections

The operator or designated person performs frequent inspections by doing a visual examination and by listening for unusual sounds during operation. These inspections are usually performed before each operation, every few hours in operation, and if problems arise.

Periodic Inspections Schedule

A designated person performs periodic inspections, which are more detailed inspection, by doing visual examinations of internal and external conditions. These inspections are done on the following schedule and should be reported and maintained in a dated record log:

- Label Equipment as "Out of Service" if damaged or maintenance is required.
- Discontinue use of winch rope and equipment if damage or overloading occurs.



CAUTION

Never operate the winch when an Out of Service tag is present.

Table 4. Inspection Chart

Location	Inspection Required	Frequent	Periodic
General	Paint chipping or excessive wear		X
	Damage, cracks, rust, dents excess wear, or corrosion.	X	
	Unusual sounds	X	
	Smooth load movements	X	
	Winch lubricated	X	
	Signs of overloading (cracks, dents, or damage)		X
	Proper function when operated with a load equal to the load rating		X
Foundation	Good condition/supports the winch under all conditions	X	
	Cracks, corrosion, damage		X
Brake assembly	Ratchet pawl clicks firmly as handle is turned clockwise and anticlockwise	X	
	Proper operation	X	
	Corrosion, cracks, damage, or wear	X	
Fasteners	Firmly installed	X	
	Properly tightened	X	
	Stripped threads, bent, or damaged (check by removing winch from the foundation)		X
Gears, bearings, shafts	Excess wear, cracks, corrosion, or damage		X
	Well lubricated		X
Handle	Rotates freely in both directions	X	
End connections	Corrosion, excess wear, rust, or damage		X
	Attached firmly		X
Drum	Excess wear or distortion of anchor hole		X
	Excess movement due to misaligned gears, bearings, shafts (check by moving the drum by hand)		X
Load hook	Bent, twisted or damaged		X
	Hook latch doesn't close when released	X	
	Securely attached to winch rope with no fraying or damage to the winch rope		X
Frame	Bent, cracks, or damage (signs of overloading)		X
Winch rope	Installed correctly	X	
	Wound tightly and evenly on drum	X	
	No visible damage to entire winch rope		X
Labels	Not been removed, altered, or obscured (Contact factory for replacements)		X



Inspection & Service Report for SF2200

Name: _____

Date: _____

Table 5. Inspection & Servicing Report

Location	Inspected	Comment	Action Taken
General			
Foundation			
Frame			
Tables			
Brake Assembly			
Fastners			
Gears			
Bearings			
Shafts			
Handle			
Connections			
Drum			
Winch Rope			
Load Hook			

WARNING



Do Not remove the covers of this Winch. All repairs must be performed by a qualified person only.

Contact OzWinch for further information.

Troubleshooting

Contact OzWinch and label the winch as "Out of Service" if an operational issue arises that is unable to be rectified using the troubleshooting guide below or if disassembly of the winch or brake is required.

Failure to follow these instructions may result in voided warranty if OzWinch has not provided authorisation for this repair.

Table 6. Trouble Shooting Guide

Problem	Possible Cause	Correction
Braking distance too long	Discs are worn, damaged, or over lubricated	Replace
	Disc brake ratchet pawl damaged or worn	Replace
Excess wear on gears or bearings	Overloaded	Reduce load
	Improper lubrication	Relubricate
Drum not turning (handle functioning okay)	Damaged or loose spring pins	Repair
	Gears broke, stripped, or loose	Repair/Replace
Difficulty turning handle or not turning at all	Heavy load	Reduce load
	Disc brake damaged or locked	Repair
	Gears or bearings damaged or locked	Repair
	Spring pins loose or damaged	Repair
High pitched squeak	Improper lubrication	Relubricate
Grinding noise	Dirty lubrication	Clean and relubricate
	Dirty brakes or gears	Clean
	Broken gears or bearings	Replace
Rattling noise	Loose bolts, screws, fasteners	Tighten
No clicking noise in brake	Ratchet not properly installed	Install correctly
	Ratchet pawl damaged or worn	Replace
Uneven brake clicking	Broken gear tooth	Replace
Dull brake clicking	Dirty or damaged spring or ratchet pawl	Clean or repair
	Excess wear of brake ratchet pawl, spring, or gear	Replace

Appendix 1 | Warranty Terms and Conditions

1. Definition

- 1.1 These terms and conditions between HES Winches Australia (referred to herein as "we" or "us") and the customer (referred to herein as "the customer") shall apply to all orders for "goods" which shall mean materials or parts or machinery and "services" which shall mean labour time in the repair or servicing or installation of goods.
- 1.2 Any contract of sale, order, or quotation made or accepted by or on behalf of us will be subject to these terms and conditions of sale.
- 1.3 Any terms or conditions put forward by the customer, whether in a purchase order, specification or otherwise, will not be binding on us in so far as they purport to amend, annul, or augment any of these terms and conditions unless specifically agreed to in writing by us.

2. Prices

- 2.1 Prices are for goods ex-store and are subject to alteration without notice. All orders are accepted on the understanding that prices are those ruling at date of despatch unless otherwise agreed in writing by us.
- 2.2 Prices quoted do not include any amount which is payable by us on account of GST as a consequence of any supply made or deemed to be made under or in connection with this agreement ("GST Amount"). The GST Amount must be calculated by multiplying our quoted prices by the prevailing rate of GST and the customer must pay us the GST Amount applicable at the same time and in the same manner as making payment of any consideration on which the GST Amount is calculated.

3. Title

- 3.1 We, whilst parting with possession of the goods, shall retain title to (but not risk in) the goods, and title shall only pass to the customer when full payment in cleared funds is received by us. Until this happens:
 - (a) the relationship between us and the customer is a fiduciary one;
 - (b) the customer holds the goods as bailee for us and we hereby authorise the customer to sell the goods in the normal course of business; and
 - (c) the customer shall not assign its right, title or interest in any book debts arising in its favour in respect of its sale of goods.
- 3.2 The customer must pay the proceeds of sale into a separate account pending payment to us. Until payment is received by us in full the customer must store the goods separately pending sale and must keep separate records of sales of goods owned by us.
- 3.3 If payment is overdue, we may recover our goods and enter the customer's premises without notice for that purpose. The right to enter is without prejudice to any of our other rights deriving from these terms and conditions. Payment will become due immediately upon the commencement of any act or proceeding in which the customer's solvency is involved.
- 3.4 In the event that the customer uses the goods in some manufacturing or construction process of its own or of a third party, the customer shall hold such part of the proceeds of the manufacturing or construction process as relates to the goods in trust for us. Such part of the proceeds is deemed to equal in dollar terms the amount owing by the customer to us at the time of the receipt of the proceeds.

- 3.5 The risk in the goods will pass to the customer upon the goods being loaded onto transport, except where delivered by our own transport when risk will pass on delivery of the goods to the place designated by the customer.
- 3.6 Insurance and the cost of carriage of the goods ex-store to the place of delivery designated by the customer will be to the customer's account.
- 3.7 When goods are stored by us at the request of or fault of the customer after the goods are ready for despatch, the customer will pay all applicable storage and other charges. Storage will not entitle the customer to postpone payment of any sums due to us.

4. Payment

- 4.1 Goods must be paid for at the time of order unless credit is granted at our discretion.
- 4.2 Where credit is granted payment in full must be made within 30 days of invoice date. No discount will be given for early payment.
- 4.3 Where progress payments are agreed term 4.2 will apply to the final payment instalment.
- 4.4 Goods are despatched on or before the date of invoice and we accept no responsibility for delays in transit.
- 4.5 If any payment is overdue, we will be entitled to suspend or cancel work (including despatch) on other orders from the customer without prejudice to any other right or remedy available to us, including the right to receive payment for work already carried out and the right to recover the sum unpaid on any previous order.
- 4.6 The customer will have no right of set-off in respect of any claim against us.

5. Non-Delivery and Shortage

- 5.1 We will make every reasonable effort to meet quoted despatch dates but we will not be liable to the customer for any loss or damage whatsoever (including consequential loss) caused by a delay in or prevention of despatch of goods. The term "consequential loss" includes, but is not limited to, loss of profit, loss of production, loss or use of revenue, cost of capital, loss of or damage to property or equipment, and loss of reputation.
- 5.2 The customer will be deemed to have accepted delivery of goods referred to in any invoice or advice note unless the customer makes a claim to us within 21 days from the date of the invoice or advice note, except when part of the goods referred to therein are received by the customer, in which case any claim with respect to the goods not received in accordance with the invoice or advice note must be made within three days of the short delivery.
- 5.3 We will not accept liability for any damage to goods while in transit at our risk or other discrepancies between invoice particulars and goods received unless such damage or discrepancy is reported to us within three days of receipt of the goods.

6. Warranty

- 6.1 We warrant goods of our own manufacture against defective workmanship and materials which have substantially diminished or are likely to substantially diminish the life or functionality of the goods for a period of twelve months from the date of despatch. During that time, we will at our option either replace or repair any such goods or parts of goods which are proven defective in these respects up to the value of a new replacement good (or goods).

- 6.2 We accept no liability for damage to or defects in our goods that arise from the improper installation, improper use, improper handling, and lack of maintenance or any unauthorised modifications made by the customer.
- 6.3 We will make every effort to ensure that our goods comply with their descriptions in our current publications, but subject to these terms no warranty is made as to their exact description, merchantable quality or fitness for purpose.
- 6.4 Any parts not of our manufacture incorporated in our goods or sold by us carry their manufacturer's warranty only, if any.
- 6.5 Apart from the express warranty in Term 6.1 and to the full extent permitted by law, we will be under no liability to the customer (whether in contract, tort or otherwise), for any injury, loss or damages (including but not limited to incidental, special, consequential or general damages) in connection with or arising out of the supply or use of goods howsoever arising, whether or not caused by the negligence of us, our employees or agents. The term "consequential damages" includes, but is not limited to, loss of profit, loss of production, loss or use of revenue, cost of capital, loss of or damage to property or equipment, and loss of reputation.
- 6.6 In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, or otherwise), shall our liability to the customer and/or its customers exceed the price paid by the customer for the specific goods giving rise to the claim or case of action, and the customer indemnifies us for any damages exceeding the price paid by the customer for those goods.
- 6.7 Goods returned to us subject to a claim under warranty will be accepted on the condition that, should the claim be rejected, all costs incurred including transport to and from our premises and inspection will be to the customer's account.

7. Cancellation

- 7.1 We cannot accept cancellation of orders for goods made, or to be made, especially to a customer's requirements or for goods which we order specially to fill a specific order. Amendments to orders for goods made specially to a customer's requirements may only be made with our express written agreement.

8. Return of Goods

- 8.1 Any goods which have been supplied in accordance with a customer's order but which are subsequently returned will only be credited provided that our prior written agreement to the return of the goods has been obtained. When we agree to returns, we will charge a restocking fee of 15% of our invoiced price for the goods except that none specially manufactured, specially ordered, or products modified to a customer's requirements will be accepted for credit.

9. Confidentiality

- 9.1 All drawings, designs, specifications and other information which we supply in connection with a quotation or order are confidential. They remain our property and must not be disclosed to any third person without our written permission and the customer accepts that any such disclosure is likely to cause damage to our business which we will be entitled to recover from the customer.

10. Tests

- 10.1 If the customer requires any goods to be specially tested before despatch, arrangements may be made with us for us to carry out the testing at the customer's expense. Our applicable test and manufacturing standards will apply to the testing unless otherwise agreed.

11. On-Site Installation

- 11.1 The customer will indemnify us against all loss and damage suffered by us, and against all claims and demands made against us, in respect of any injury or damage to persons or property caused by dangerous premises or equipment of the customer.
- 11.2 Installation by us shall not postpone the passing of risk in the goods.

12. Industrial Property Right

- 12.1 If goods supplied by us to the customer's design or specifications infringe or are alleged to infringe any patent or registered design rights or copyright the customer will indemnify us against all damages and costs incurred by us as a result of the infringement or allegation. The customer will provide to us every assistance in meeting an infringement claim brought against us.

13. General

- 13.1 Our failure to enforce or exercise, at any time or for any period of time, any term of any contract incorporating these terms and conditions will not constitute, and will not be construed as, a waiver of such term and will in no way affect our right later to enforce or exercise it.
- 13.2 The invalidity or unenforceability of any of these terms and conditions will not affect the enforceability of the remainder of these terms and conditions.
- 13.3 These terms and conditions will in all respects be construed and have effect according to Australian law and the parties agreed to submit to the jurisdiction of the appropriate Australian Courts.

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