

### 12 Months Unlimited Kilometre Warranty

All new engine parts sold by ENGINE Australia are warranted to be free from defects in materials and workmanship for a period of twelve months from the date of purchase.

This warranty extends to the original purchaser and all subsequent transferees within the warranty period.

Where there is a manufacturer's warranty applicable to the engine part sold by ENGINE Australia and that warranty exceeds the terms of this warranty, then the extended conditions will apply. This does not affect the legal right of either the purchaser or ENGINE Australia to have recourse against the manufacturer.

This warranty operates irrespective of the number of kilometres travelled by the vehicle or vehicles in which the engine part is utilised.

#### WARRANTY LIMITATIONS

This warranty does not apply to:

1. special buy-ins, second hand items or consumables (i.e. lubricants, sealants, filters, glow plugs, thermostats etc.);
2. defects caused by owner, operator or third party neglect or abuse. This includes defects caused by operating the engine with unsuitable or inadequate lubricant or coolant; over or under fuelling; over-speeding; lack of proper maintenance of the fuel injection, cooling, lubrication, air intake and exhaust systems; improper storage, starting, warm-up, run-in or shutdown procedures; the continued operation of the engine after the first sign of a malfunction; or failure to follow engine assembly, operation, maintenance and repair procedures contained in the engine manufacturer's published workshop, operation and maintenance manuals;
3. defects caused by alteration or misapplication of parts;
4. defects caused due to the parts being used in engines modified for competition purposes;
5. failure of or damage to components that are not caused by a warrantable part failure;
6. defects caused by installation or repair by unauthorised or unqualified personnel;
7. parts which have had their trade mark, name or manufacturing number removed.

In addition, ENGINE Australia is entitled:

1. To send components related to warranty claims to destinations of its choosing (including international destinations) for failure analysis and reporting;
2. To refuse to honour this warranty in the event that the claims procedure (set out below) is not followed by the claimant;
3. To refuse to honour this warranty in the event that the claimant refuses or fails to provide information about the engine part or circumstances of the claim to ENGINE Australia upon reasonable request. The information which may be required from the claimant includes the following:
  - (a) evidence of date and location of purchase, price paid and identity of seller and purchaser;
  - (b) adherence to assembly, operation, maintenance and repair procedures contained in the manufacturer's published workshop, operation and maintenance manuals;
  - (c) usage of the part;
  - (d) circumstances of the failure.

#### PROCEDURE FOR CLAIMING ON WARRANTY

1. The claimant shall cease to operate the engine after the first sign of malfunction.
2. The claimant shall give written notification to either ENGINE Australia or the distributor who sold the parts to the claimant within 30 days of any failure suspected to be warrantable. The prescribed procedure on the reverse side of this form must be followed.
3. The claimant shall deliver the engine or failed parts to the location nominated by ENGINE Australia or the distributor.

#### YOUR RIGHTS AS A CONSUMER

This warranty is not intended to exclude, restrict or modify the application of the *Trade Practices Act 1974 (Cth)*, or any other legal right of the consumer.

**No agent or sales representative of ENGINE Australia has the authority to modify this warranty.**