

12 MONTHS UNLIMITED KILOMETRE WARRANTY

New engine parts sold by Engine Imports Pty Ltd trading as Engine Australia ("Engine Australia"), 45 LOUDOUN ROAD, DALBY, QLD 4405, (07) 46798500, sales@engineaustralia.com.au, are warranted to be free from defects in materials and workmanship for a period of twelve (12) months from the date of purchase – except where the customer is advised otherwise. Where the manufacturer's 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 in which the engine part is utilised in those twelve (12) months. The benefits to you, as the customer, given by this warranty are in addition to other rights and remedies of the consumer under any laws in relation to the goods or services to which this warranty relates.

WARRANTY LIMITATIONS

If any goods and/or services supplied by Engine Australia are defective or unsatisfactory in any way, Engine Australia's total liability to the Customer and any other party claiming through the Customer will be limited to the reasonable cost of replacement or repair of the parts. Further, Engine Australia will in no circumstances be liable for any consequential loss or damage the Customer may suffer. The Customer will ensure that any of its terms of trade with any other party likewise limit Engine Australia's liability. No warranty is given or taken that the parts supplied are as described in the relevant supplier's catalogue. If deemed claimable, labour costs will be limited to those required to restore the engine to the functional condition existing immediately prior to the failure. This will be calculated based on recognised Australian industry repair times as stated by O.E., the VACC Times Guide or a similar recognised publication. Warranty repair labour rates will be at the current Engine Australia warranty rate which is available on request. The liability for water pumps, glow plugs and filters is limited to supplying of replacement parts only. The claimant shall cease to operate the engine after the first sign of abnormal operating conditions or malfunction.

No warranty is given or taken as to the date for delivery of orders unless Engine Australia has specifically agreed in writing to the contrary.

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 Customer, operator or third party neglect, abuse or misuse. This includes, but is not limited to, 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 or failures resulting from fitting incorrectly identified or supplied parts;
5. Defects caused due to the parts being used in engines modified for competition and/or high performance purposes;
6. Failure of or damage to components that are not caused by a warrantable part failure;
7. Defects caused by installation or repair by unauthorised or unqualified personnel; and
8. 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; and
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.

CUSTOMER RESPONSIBILITIES

1. The Customer must ensure the parts supplied are correct for the particular application. Any damage to parts or consequential damage or costs resulting from the fitment of incorrect parts are the responsibility of the Customer and fitter.
2. The Customer must notify Engine Australia before proceeding with any repairs to a warrantable failure.
3. The Customer must allow Engine Australia the opportunity to supply replacement parts when making repairs to a warrantable failure.
4. The Customer is responsible for delivery of the engine or vehicle to the repair location and all towing, haulage and storage charges.
5. The Customer is responsible for all travel, lodging, meals and incidental expenses incurred by the Customer or his/her agents occurring as a result of a warrantable failure.
6. The Customer is responsible for all downtime and business costs or losses resulting from a warrantable failure.

PROCEDURE FOR CLAIMING ON WARRANTY

1. The claimant shall give written notification to either Engine Australia, 45 LOUDOUN RD, DALBY QLD 4405, or the distributor who sold the parts to the claimant within thirty (30) days of any failure suspected to be warrantable. The prescribed WARRANTY CLAIMING PROCEDURE must be followed.
2. The claimant shall deliver the engine or failed parts to the location nominated by Engine Australia or the distributor.
3. Expenses of claiming are to be borne by the Claimant and the reasonable or necessary expenses of claiming on warranty will be reimbursed by Engine Australia if the claim on warranty is determined by Engine Australia to be valid.

YOUR RIGHTS AS A CONSUMER

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

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