

## WARRANTY AGAINST DEFECTS

To improve our services to customers, on a no admission of fault basis, Auto Parts Group Pty Ltd ("the company") agrees to grant a credit for the price paid by its customer for the types of goods detailed below purchased from the company, with "No Fuss" policy.

**24 Months / 50,000 klm's** for radiators used in:

- Domestic passenger vehicles for private use
- All four wheel drive vehicles used for a non-commercial purposes
- Light commercial vehicles (payload under 1 ton)

If you want to make your claim under this clause, then you release the company from any further liability. APG reserves the right to revert the NO FUSS claim to a normal claim at our discretion.

In addition to the consumer guarantees that cannot be excluded under the Australian Consumer Law ("ACL") and subject to our standard trading terms Auto Parts Group Pty Ltd ("the Company") agrees to grant a credit for the price paid by its customer for the types of goods detailed below purchased from the Company if it is proven that:

- The goods were not free from defects in material and workmanship in the manufacture of the goods;
- The terms and conditions below are complied with; and

**The claim is made by the Company's customer within the following time frames from the date of installation, assumed to be date of invoice to end user.**

**24 Months / 50,000 klm's** for radiators used in:-

Domestic passenger vehicles used for private use.

**12 Months for radiators**, charge air coolers, intercoolers, air condensers & other associated cooling components used in:-

- Light commercial vehicles (Payload under 1 ton)
- All Four wheel drive vehicles used for non-commercial purposes.
- Trucks & Buses

**6 Months for radiators**, charge air coolers, intercoolers, air condensers & other associated cooling components used in:-

- Taxis
- Courier vehicles
- Industrial, earth moving equipment and Agricultural applications
- Four wheel drive and passenger vehicles used for non-private or commercial use.

**3 Months for radiators**, charge air coolers, intercoolers, air condensers & other associated cooling components used in:-

- Vehicles with known problems, such as, where there is a history of failure of the part.
- Vehicles used in above ground mining.
- Vehicles involved in on and off road racing

**12 Months for:-**

- Oil coolers
- Heater assemblies
- Radiator cores
- Any other cooling component not listed.

## WARRANTY AGAINST DEFECTS

No warranty is expressed where a radiator, charge air cooler, air condenser, oil cooler, heater or any other cooling component is used in an application other than what it was originally designed for, as well as, those used in any underground mining application.

2. Under this warranty the Company is only liable to grant a credit for the original price of the goods. The Company shall not be liable to replace the goods or pay any other amount including amounts for any consequential, direct, indirect or special loss, expenses associated with making a claim, damage or injury of any kind whatsoever, including but not limited to removal & refitting of the goods.
3. In order to make a warranty claim you must:

Provide our nearest distribution centre with a copy of the Company's invoice for the goods as proof of purchase, be the purchaser detailed on the Company's invoice and make the claim within the time frames specified above for the particular goods from the date of the Company's invoice; provide the reason for the claim (details of how the express warranty has been breached by defects in material or workmanship in the manufacture of the goods); provide proof of breach of the express warranty; If requested by us you must provide us with a photo to evidence the breach or return the goods to us, at your cost, so we can assess whether there has been a breach; and If requested, provide evidence that you have complied with the terms and conditions below relating to use, installation and maintenance of the goods.

4. If the credit claim is granted you must destroy the goods if not returned to us and provide evidence by digital image (if requested).
5. The credit claim will not be granted unless the following terms and conditions in relation to use, installation and maintenance of the goods have been complied with:

For domestic vehicles, that the cooling system has been serviced at 12 months to extend the warranty to 24 months / 50,000 klms.

- The defect in the goods has arisen solely from faulty materials or workmanship in the manufacture of the goods;
- The goods have not been subject to negligence, misuse, interference or excessive operating conditions; and
- The goods have been installed and handled as specified by the Company or as accepted by the Company as appropriate installation procedures and the following processes have been applied:
  - The radiator, engine and heater core is machine power flushed;
  - A alkaline cooling system cleaner of good quality is used to undertake clean out (complying with manufacturers Instructions);
  - Appropriate quantity of coolant/inhibitor is used to fill (complying with manufacturer instructions or Australian Standard AS2108-97);
  - Water (which is demineralized, distilled or reverse osmosis) used for mixing coolant/inhibitor complies with instructions by the manufacturer of the vehicle or the coolant/inhibitor;
  - The cooling system is filled in accordance with manufacturers instructions including ensuring the coolant/inhibitor level is correct, there are no air-locks, and normal operating temperature has been applied and that there are no leaks;
  - The pressure cap specified by the vehicle manufacturer is used and is maintained in good working order; and
  - The cooling system has not been subjected to rust corrosion, foreign material or sludge.

6. ACL Mandatory wording: "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."
7. The consumer rights under the ACL are limited in circumstances where you do not fall within the meaning of "consumer" in the ACL.
8. If you are a "consumer" under the ACL, then any claim for compensation for reasonably foreseeable loss or damage must be made together with the credit claim. If it is made separately it may be rejected.

**Products returned for warranty assessment must be received by Auto Parts Group within 3 business days of lodging your claim with us (ie. from when you received your return authorisation number). Products received outside of this time frame or without a return authorisation number will not be processed and may be returned to you at your expense.**