

# WARRANTY TERMS AND CONDITIONS

This document sets out the terms and conditions of the Warranty provided by the Company in relation to the Goods (**Warranty Terms and Conditions**).

## 1. WARRANTY

### 1.1 Definitions:

- (a) **Company** means AADI Australia Pty Ltd ABN 95 110 594 762.
- (b) **Goods** means the Commando Super Duty 4WD Shock Absorbers.
- (c) **Warranty Period** means the period from the date of supply by the Company or its authorised distributors to the purchaser and continues for 2 years or 40,000 KMs, whichever is arrived at first.

1.2 Subject to the Warranty Terms and Conditions, the Company warrants that the Goods are free from any defects in materials and workmanship for the duration of the Warranty Period (**Warranty**).

## 2. CLAIM PROCEDURE

2.1 Warranty claims must be received by the Company within the Warranty Period.

2.2 In order to make a Warranty claim you must provide the following to the Company as soon as possible:

- (a) proof of purchase of the Goods;
- (b) completed Company/distributor claim form; and
- (c) the Goods, (**Claim Requirements**).

2.3 The Claim Requirements detailed above must be returned to the Company at 57 Meadow Avenue, Coopers Plains Qld at your own cost. You will bear the cost of the Warranty claim.

2.4 The Company may refuse in its absolute discretion to accept any Warranty claim which is not made in accordance with the Warranty Terms and Conditions.

2.5 Upon receipt of the Goods, the Company will arrange for the Goods to be assessed to determine if there is any defect covered by the Warranty.

2.6 The Company will respond to the Warranty claim within a reasonable time.

## 3. REMEDIES

3.1 If the Warranty claim is accepted, the Company will, at its option:

- (a) repair the Goods;
- (b) replace the Goods or a part thereof with the same or similar goods or part; or
- (c) refund the purchase price of the Goods.

## 4. EXCLUSIONS AND LIMITATION

4.1 The Warranty applies to the original purchaser only and is not transferable.

4.2 The Warranty does not cover or apply to any of the following:

- (a) transportation, installation or labour costs;
- (b) costs incurred by you or a third party (e.g. repairs, replacements, alterations);
- (c) Goods which you examined prior to purchasing the Goods and where the examination ought reasonably to have revealed the defect;
- (d) Goods where the defect was specifically drawn to your attention before you purchased the Goods;
- (e) Goods used in motor racing, off-road performance, competition or other similar activities;
- (f) Goods subject to a comprehensive insurance claim;
- (g) your tax obligations;
- (h) defect, loss or damage caused by or arising from:
  - i. normal wear and tear;
  - ii. a casualty, accident or force majeure event;
  - iii. incorrect or improper installation or maintenance;
  - iv. negligence or misuse;
  - v. modification, alteration or repair;
  - vi. use of non-authorised/non-standard, defective or incompatible parts; or
  - vii. any matter referred to in clause 4.2.
- (i) loss or damage which is consequential, indirect or due to circumstances beyond the Company's reasonable control.

4.3 The Company does not accept any liability or make any warranty in relation to the Goods except as provided herein or as required by law. To the extent permitted by law, the Company's liability will not exceed the purchase price of the Goods and the Company will not be liable for any loss or damage which is consequential, indirect or due to circumstances referred to in clause 4.2.

4.4 The Warranty Terms and Conditions are governed by the law in the State of Queensland and the parties submit to the jurisdiction of the courts in that State.

## 5. OTHER RIGHTS

5.1 The Warranty applies in addition to the guarantees, rights and remedies conferred by the Australian Consumer Law and other applicable Commonwealth, State and Territory legislation. The Warranty Terms and Conditions do not exclude, affect or limit those guarantees, rights or remedies, except to the extent that their application may lawfully be excluded or limited.

5.2 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.

## 6. CONTACT DETAILS

AADI Australia Pty Ltd ABN 95 110 594 762  
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**For Manufacturer Engineering Support and Customer Service contact 1800 105 240 (Free Call)**