

Warranty Terms and Conditions

DLFZ Pty LTD, as the authorised importer/distributor of FORTHING products in Australia warrants new FORTHING vehicles marketed in Australia and every major component thereof subject and according to the following terms:

1. Extent of Warranty

This warranty extends to the original retail purchase and to any person or company who derives title to the goods through or under any such person or company (hereinafter called “the owner”), unless sold at auction or deemed to be a write-off in which case all warranties are voided.

2. Warranty Period

- a) This warranty commences on the Date the vehicle is **first placed into service or first registered** and continues for a period of eighty-four (84) months or 200,000km (whichever occurs first).
- b) The high voltage battery warranty commences on the Date the vehicle is **first placed into service or first registered** and continues for a period of ninety-six (96) months or 200,000km (whichever occurs first).
- c) “Date of First Sale” is the earliest occurrence of any one of the following events:
 - (i) The date the vehicle is first put into commercial use (including Dealer Demonstrator); or
 - (ii) The date the vehicle is first registered for road use; or
 - (iii) The date of the contract of sale or otherwise when the title in the vehicle has passed to a third party not being an authorised Dealer in FORTHING’s dealer Network.

3. Nature and Ambit of Warranty

If, within the warranty period a defect occurs in any part of the vehicle (other than parts for which the warranty does not apply as set out in “5. Warranty Exclusions”) and any such part(s) shall be found to be defective in material or workmanship, then such part(s) shall be repaired or replaced by an authorised FORTHING Dealer on behalf of Ateco, free of charge to the consumer.

4. Procedure for Warranty Claim

To claim on this warranty, the vehicle, and this Service and Warranty Handbook must be delivered by the owner at their expense to an authorised FORTHING Dealer or authorised FORTHING Service Centre and delivery of the vehicle after completion of repair shall be taken by the owner at their expense from the workshop in question. Please visit our website at **www.forthingaustralia.com.au** for the address details of your nearest authorised FORTHING Dealer or authorised FORTHING Service Centre.

5. Warranty Exclusions:

The following scenarios will not be considered warrantable under FORTHING Warranty:

- Any repair or replacement not performed by an authorised FORTHING Dealer or authorised FORTHING Service Centre
- Any repair or replacement on a vehicle that has not been maintained as per the appropriate service schedule or manufacturer recommendations
- Any repair or replacement on a vehicle where non-approved, incorrect, or contaminated lubricants or fluids have been used

- Any repair or replacement to a part or accessory where failure has been caused by misuse – e.g., racing, vehicle rallies, competitive events, overloading etc.
- Any repair or replacement for failure caused by knowingly driving the vehicle with a loss of coolant or oil
- Any repair or replacement for damage or failure caused by environmental factors such as airborne fallout, bird or bat droppings, insect damage, tree sap, salt, ocean spray, acid rain, hail or windstorms, flood, chemicals or chemical application, Acts of God, or other road hazards
- Any repair or replacement due to conditions resulting from any impact to the vehicle, including but not limited to; cracks and chips in glass, scratches and chips in painted surfaces or damage from collision
- Any repair or replacement for slight irregularities which are not recognised as affecting quality or function of the vehicle or parts, such as slight noise or vibration considered to be a characteristic of the vehicle
- Any repair or replacement on a vehicle that is declared to be a total loss by an insurance company (written-off vehicle), vehicles rebuilt after being declared a total loss by an insurance company or vehicles that have been titled as salvage, scrap or similar
- All incidental or consequential damages including without limitation, loss of time, inconvenience, loss of use of the vehicle, commercial loss, claims for hotel accommodation, meals phone calls, travel costs, loss of use, or loss of earnings due to down time are not claimable via FORTHING warranty. These items may however be covered under a consumer guarantee

6. This Warranty Shall Not Entitle the Owner to Receive:

- a) Any compensation for costs incurred due to a vehicle failure, or any extension of his or her rights under this warranty, unless such entitlement or rights are conferred upon him or her as mentioned in paragraphs 1, 2 and 3 of this warranty
- b) Any compensation for consequential damages or loss to persons or property, or any cost arising and relative to hotel expenditure, meals, telephone calls, unauthorised towing charges and hire charges, or any repairs after the expiration of the stipulated warranty period

7. Other Warranties and conditions:

- a) The benefits conferred by this warranty are in addition to other rights and remedies of the consumer under a law in relation to the product. All other conditions and warranties express or implied are hereby excluded
- b) No other person or persons are authorised by DFLZ Pty LTD to offer or give on its behalf any other or greater warranty than that given by DFLZ Pty LTD under this warranty
- c) Our goods come with consumer guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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