

# WARRANTY

LDV vehicles offer all customers a warranty for the period of time or distance travelled (whichever occurs first), as defined in the individual model's page on www.ldvautomotive.com.au, from the Date of First Sale (as defined in the Warranty Terms and Conditions), for manufacturing defects with the exception of items including but not limited to tyres, locally supplied batteries and radio/sound equipment which are covered by warranties from their individual supplier. Please read the Warranty terms and conditions so that you are aware of your obligations to maintain the validity of this

Warranty and the exclusions to this policy.

This Warranty is provided by Ateco Automotive Pty. Ltd ABN 34 000 486 706 hereinafter called "Ateco" of 2A Hill Road, Lidcombe, NSW, 2141, PO Box 7517, Silverwater, NSW, 1811, Telephone: 1800 709 832, email: info@ldvautomotive.com.au as the authorised importer/distributor of LDV products in Australia

Please read these terms carefully and observe their conditions as they affect the commitments of the Manufacturer, Ateco Automotive Pty. Ltd. and its Dealer Network.

## **Warranty Terms & Conditions**

Ateco, as the authorised importer/distributor of LDV products in Australia, warrants new LDV 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

This Warranty commences on the Date of First Sale and continues for the period of time or distance travelled (whichever occurs first) as defined in the individual model's page on Idvautomotive.com.au.

- a) "Date of First Sale" is the earliest date of occurrence of any one of the following events:
  - (i) the date the vehicle is put into commercial use (demonstrators included); or
  - (ii) the date the vehicle is first registered for road use; or
  - (iii) the date of the contract of sale or otherwise when title in the vehicle has passed to a third party not being an authorised dealer in LDV's dealer network.

#### 3. Nature & Ambit Of Warranty

If within the Warranty period, a defect occurs in any part of the vehicle (other than parts for which warranty does not apply as set out in "5. Warranty Exclusions" hereof) 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 LDV dealer on behalf of Ateco, free of charge.

#### 4. Procedure For Warranty Claim

To claim on this Warranty, the vehicle and this Warranty Maintenance (Service) Book must be delivered by the owner at their expense to an Authorised LDV Dealer or Authorised Service Dealer, and delivery of the vehicle after completion of the repair shall be taken by the owner at their expense at the workshop in question. Please visit our web-site at www.ldvautomotive.com.au for the address details of your nearest authorised LDV dealer.



#### 5. Warranty Exclusions:

The following scenarios will not be considered warrantable under LDV warranty:

- Any repair or replacement not performed by an Authorised LDV Dealer
- 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 fuels, 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 wind storms, flood, chemicals or chemical application, Acts of God or other road hazards
- Any repair or replacement due to conditions resulting from any impacts 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 damage or failure caused by any of the following; fire or accident, abuse or negligence, tampering with emissions systems, or with a part that could affect the emissions system of the vehicle.
- Any repair or replacement for slight irregularities which are not recognized 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 for failure or damage caused by modification of the vehicle from original specification
- 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 LDV 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 & 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 Ateco to offer or give on its behalf any other or greater Warranty than that given by Ateco under this Warranty.
- c) 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 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.

## **Use Of Original Spare Parts**

In order to maintain your vehicle in ideal condition, as designed and manufactured by LDV, it is necessary to fit original parts that are supplied exclusively in trade-marked boxes, through the official LDV network of Ateco. Ateco accepts no liability for faults/defects deriving from the installation of non-original spare parts or accessories not belonging to the LDV Accessory line or for parts not purchased from an Authorised LDV Dealer of the Official Australian Dealer network.

#### **Programmed Maintenance**

Before being handed over to you, your vehicle has been carefully tested and checked by the Manufacturer and Dealer to make sure that it reflects LDV's quality.

All vehicles require regular servicing. LDV has therefore prepared a service plan for each model. Please see your Driver's Handbook for details.

In addition to the programmed maintenance provided by your dealer, it is wise to remember that the vehicle still needs routine care such as topping up the level of fluids, checking the tyre condition for wear, damage & pressure, etc.

In any case, you are reminded that correct maintenance of the vehicle is certainly the best way to maintain its performance levels, safety features, environmental-friendliness and low running costs over the course of time.

#### Important

The scheduled maintenance services as specified by the manufacturer are obligatory. Failure to have the services performed may lead to forfeiture of rights under Warranty.

See your vehicle's Driver's Handbook and Service books for more information.