

GM and ACDelco Product Warranty



1. Definitions

In these Terms:

- (a) **ACDelco Parts** means the ACDelco automotive parts listed in clause 7 that are supplied, in trade or commerce, by GM ANZ in Australia;
- (b) **Customer** means a person who acquired the Parts from GM ANZ or a Service Centre, other than for the purposes of resale or resupply;
- (c) **GM ANZ** means General Motors Australia and New Zealand Pty Ltd ACN 006 893 232;
- (d) **GM Genuine Parts** means the genuine GM automotive parts that are supplied, in trade or commerce, by GM ANZ in Australia;
- (e) **Parts** means the ACDelco Parts and the GM Genuine Parts;
- (f) **Service Centre** means a service centre authorised by GM ANZ to sell the Parts;
- (g) **Terms** means these Warranty terms and conditions, and any schedule and annexure to the same;
- (h) **Warranty** means the express warranty against defects which GM ANZ gives in respect of the Parts on these Terms, as described in clause 4 and subject to any exclusions or restrictions set out in clause 8;
- (i) **Warranty Period** means the period of time during which the Warranty is valid and may be claimed by the Customer, as described in clause 3.

2. Provision of Warranty

GM ANZ provides the Warranty to Customers in respect of the Parts, who may claim on the Warranty during the Warranty Period in accordance with these Terms.

The details of GM ANZ are as follows:

Name:	General Motors Australia and New Zealand Pty Ltd ACN 006 893 232
Business Address:	80 Turner Street, Port Melbourne Victoria 3207
Email Address:	acdelco.anz@gm.com

3. Warranty Period

The Warranty Period:

- (1) begins on the date that the Parts were first supplied to the Customer (**Supply Date**); and
- (2) ends on the earlier of (**Expiry Date**):
 - (a) the date which is the number of months after the Supply Date indicated for the Part in the table in clause 7 below; or
 - (b) the Part reaching or exceeding (after the Supply Date) the corresponding number of kilometres indicated in the table in clause 7 below, as reasonably determined by GM ANZ.

4. Warranty Scope

By giving the Warranty, GM ANZ expressly warrants that the Parts will be free of defects arising from faulty material or workmanship for the duration of the applicable Warranty Period, and otherwise subject to any exclusions or restrictions set out in clause 8 of these Terms.

5. Your rights under the Australian Consumer Law

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.

6. Your rights under the New Zealand Consumer Law

This Warranty is in addition to the guarantees under the Consumer Guarantees Act 1993 (NZ), unless the vehicle is purchased for commercial purposes.



7. Warranty Coverage

GM Genuine Parts	24 months or 50,000 km from date of purchase (whichever comes first).
ACDelco Parts	
Air Filters	12 months or 20,000 km from date of purchase (whichever comes first).
Oil Filters	12 months or 20,000 km from date of purchase (whichever comes first).
Automotive Wheel Cylinders	12 months or 20,000 km from date of purchase (whichever comes first).
Cabin Filters	12 months or 20,000 km from date of purchase (whichever comes first).
Disc Brake Rotors	12 months or 20,000 km from date of purchase (whichever comes first).
Disc Brake Pads	12 months or 20,000 km from date of purchase (whichever comes first).
Drive Belt and Tensioner Kits	24 months or 50,000 km from date of purchase (whichever comes first).
Brake Drums	12 months or 20,000 km from date of purchase (whichever comes first).
Brake Shoes	12 months or 20,000 km from date of purchase (whichever comes first).
Fuel Filters	12 months or 20,000 km from date of purchase (whichever comes first).
Hose Clamps	12 months or 20,000 km from date of purchase (whichever comes first).
Light Bulbs - HID Xenon	24 months or 50,000 km from date of purchase (whichever comes first).
Light Bulbs - Long Life	24 months or 50,000 km from date of purchase (whichever comes first).
Light Bulbs - Standard	12 months or 20,000 km from date of purchase (whichever comes first).
Spark Plugs	12 months or 20,000 km from date of purchase (whichever comes first).
Premium Belt Range	60 months or 100,000kms from date of purchase (whichever comes first).
Water Pumps	24 months or 50,000kms from date of purchase (whichever comes first).
Wiper Blades	12 months or 20,000 km from date of purchase (whichever comes first).
Timing Belt Kits	The Warranty Period for a Timing Belt Kit fitted to a motor vehicle of a given OEM will end on the earlier of: (a) if the relevant OEM recommends the timing belt be replaced before a certain amount of time—that amount of time having passed after installation of the Timing Belt Kit; or (b) if the relevant OEM recommends the timing belt be replaced before the motor vehicle travels a certain amount of kilometres—that amount of kilometres having been travelled by the motor vehicle after installation of the Timing Belt Kit.
SMF - Sealed Maintenance Free Batteries	The following periods depending on the type of use: (a) for private use in a motor vehicle (sedan, SUV or 4WD)—36 months from date of purchase; (b) for commercial or industrial use (incl. use in any trucks)—12 months from date of purchase; (c) for use in any motor vehicle used as a taxi or Uber/rideshare vehicle—6 months from date of purchase; or (d) for any boat or marine vehicle—24 months from date of purchase.
Deep Cycle (HCM Series)	The following periods depending on the type of use: (a) for use in cycling applications—12 months from date of purchase; or (b) for use in cranking or marine applications—24 months from date of purchase.
LMA - Low Maintenance Accessible Batteries	The following periods depending on the type of use: (a) for private use in a sedan/SUV motor vehicle—24 months from date of purchase; (b) for private use in a 4WD motor vehicle—12 months from date of purchase; or (c) for commercial or industrial use (incl. use in any trucks)—12 months from date of purchase.
AGM - Absorbed Glass Mat Battery	The following periods depending on the type of use: (a) for use in motor vehicles fitted with a "Stop / Start" ignition system—36 months from date of purchase; (b) for private use in a motor vehicle (sedan/SUV/4WD)—36 months from date of purchase; (c) for commercial or industrial use (incl. use in any trucks)—12 months from date of purchase; or (d) for use in any motor vehicle used as a taxi or Uber/rideshare vehicle—6 months from date of purchase.
EFB - Enhanced Flooded Battery	The following periods depending on the type of use: (a) for use in motor vehicles fitted with a "Stop / Start" ignition system—24 months from date of purchase; (b) for private use in a sedan/SUV motor vehicle—36 months from date of purchase; (c) for private use in a 4WD motor vehicle—12 months from date of purchase; or (d) for commercial or industrial use (incl. use in any trucks)—12 months from date of purchase.
Power Tools (Excludes Battery Pack)	36 months from date of purchase.
10.8V & 18V Battery Pack	24 months from date of purchase



8. Warranty Exclusions

Notwithstanding anything to the contrary in these Terms, the Warranty does not apply to, and no claim may be made for a breach of the Warranty in respect of:

- (1) any of the following parts, components or elements of the Parts:
 - (a) tyres;
 - (b) coolants, filters, oils, sealants, clamps or other consumables that are installed in, used in, or added to the Parts in the course of any repairs or services being performed on the Parts or goods incorporating the Parts pursuant to this Warranty.
- (2) any damage, malfunction or breakdown of the Parts, or any goods incorporating the Parts, or any part, component or element of the Parts, caused by:
 - (a) fair wear and tear;
 - (b) any abnormal, special or unusual use of the Parts, or goods incorporating the Parts, not previously approved by GM ANZ in writing (including, but not limited to, use in racing, or in any goods or engines which have been altered or modified without the prior written approval of GM ANZ);
 - (c) any misuse or abuse of the Parts or goods incorporating the Parts;
 - (d) any improper, careless, reckless or negligent use, maintenance or storage of the Parts or goods incorporating the Parts;
 - (e) any tampering with, incorrect installation of, or modification or alteration of, the Parts without the prior written approval of GM ANZ;
 - (f) any accident (howsoever caused);
 - (g) any natural disaster including, but not limited to, fires, floods, earthquakes, cyclones, rain, hail, storms (whether of wind, rain or sand), lightning, or industrial, chemical or other airborne fallout;
 - (h) any theft, riot, strike, vandalism, act of terror, or other criminal activity;
 - (i) any corrosive environmental factors or conditions including, but not limited to, corrosion caused by wind, rain, sun, humidity, salt, sap, bird droppings, pollen or sand;
 - (j) any failure to:
 - i. comply with any specified servicing requirements applicable to the Parts or any goods incorporating the Parts (including any requirements specified in any owner's or operator's manual or maintenance schedule); or
 - ii. change any filters, oils, lubricants, coolants, anti-freeze or other fluids in compliance with any ordinary or other specified requirements for the Parts or any goods incorporating the Parts; or
 - iii. use the correct specified grade and type of oil, lubricant, coolants, anti-freeze or other fluids for the Parts or any goods incorporating the Parts;
 - (k) any use in the Parts, or any goods incorporating the Parts of:
 - i. non-genuine parts, incorrect filters, oils, fuels, lubricants, coolants, anti-freeze or any other part, component or fluid which does not comply with any technical specifications or other requirements; or
 - ii. contaminated oils, fuels, bio fuels, lubricants, coolants, anti-freeze or other fluids (including, but not limited to, where use of the aforementioned causes damage to any fuel injection systems);



- (l) any modifications or alterations to the Parts, or any goods incorporating the Parts, which have not been authorised in writing by GM ANZ; or
 - (m) any use of service or repair outlets for the Parts, or goods incorporating the Parts, which have not been approved by GM ANZ to service, repair or otherwise deal with the Parts or goods incorporating the Parts;
- (3) the costs of any labour required in relation to the removal or replacement of any Part from any vehicle or any other goods, unless prior written approval has been obtained from GM ANZ.

In addition to the exclusions and restrictions set out above, the Warranty is void, and the Customer will not be eligible to make (or sustain, as the case may be) any claim for a breach of the Warranty, if:

- (4) after the Customer becomes aware (or ought reasonably to have become aware) of any defect or fault which entitles (or may entitle) them to make a claim on the Warranty:
 - (a) the Customer continues to use the Parts (or any goods incorporating the Parts) despite such use involving a reasonable likelihood of further damage to the Parts;
 - (b) the Customer fails to notify the supplier, being either GM ANZ or a Service Centre, from whom the Customer acquired the relevant Part (Supplier), in accordance with clause 9, within thirty (30) days; or
 - (c) the Customer fails to take all reasonable and necessary steps to make the Parts (or any goods incorporating the Parts) available to the Supplier for a reasonable amount of time to facilitate:
 - i. any review of the Warranty claim, in accordance with clause 9; or
 - ii. the taking of any steps involved in honouring the Warranty claim, in accordance with clause 9;
 - (d) the Customer tampers with, tests, modifies, alters or attempts to repair the Parts (or any goods incorporating the Parts) without the prior written approval of GM ANZ and before the Supplier inspects the Parts or any goods incorporating the Parts;
- (5) any non-genuine parts or components have been installed in, used in or added to the Parts or any goods incorporating the Parts and said non-genuine part or component has contributed (in any degree whatsoever) to any damage, breakdown or other failure of the Parts; or
- (6) the Customer, in relation to any claim on the Warranty, provides the Supplier with any information which the Customer knows (or reasonably ought to know) is fraudulent, false, misleading or deceptive in any way.

9. Warranty Claims

To make a claim on the Warranty during the Warranty Period the Customer, within thirty (30) days of becoming aware of a defect in the Part which is covered by this Warranty in accordance with clause 4, must:

- (1) immediately cease using the relevant Part, or any goods incorporating the relevant Part, if there is a reasonable likelihood of further damage to the relevant Part;
- (2) report the defect to the Supplier, and simultaneously provide the Supplier with all information which may be reasonably required to assess the claim on the Warranty;
- (3) at the same time as reporting the defect as above:
 - (a) provide the Supplier with evidence of the Customer having purchased the relevant Part from the Supplier; and
 - (b) make the relevant Part (or the goods incorporating the relevant Part) reasonably available, at the Customer's expense, to the Supplier for inspection.



If the Customer makes a claim on the Warranty in accordance with the process outlined above, the Supplier will:

- (4) review the validity of the Warranty claim and the Customer's eligibility to make a Warranty claim;
- (5) notify the Customer of the above review;
- (6) if the Supplier grants the claim on the Warranty, the Supplier will:
 - (a) repair; or
 - (b) replace;

the relevant Part to the extent necessary (as determined by the Supplier) to remedy the defect and, if applicable, will (at the Customer's cost) reinstall the repaired/replaced Part into the goods which incorporated the relevant Part (as supplied to the Supplier by the Customer when claiming on the Warranty); and

- (7) once the defect is remedied as above, the Supplier will make the relevant Part (or the goods which incorporate the relevant Part) available for collection by the Customer (the Customer shall bear all costs they incur in collecting the relevant Part or any goods incorporating the relevant Part from the Supplier).

Any defective Parts or defective components or elements of the Parts which are removed or replaced by the Supplier pursuant to the above become the property of GM ANZ and will be retained by the Supplier.

10. Warranty Costs

GM ANZ shall bear the following costs in respect of any claim on this Warranty:

- (1) all costs directly associated with the Supplier reviewing and assessing a claim on this Warranty; and
- (2) all costs directly associated with any repair or replacement of the Part validly claimed under Warranty pursuant to clause 9 (excluding labour costs relating to the removal and reinstallation of the Part from any goods).

The Customer shall bear all other costs of and incidental to any claim on this Warranty including, but not limited to:

- (1) any costs associated with delivering the Parts (or any goods incorporating the Parts) to, or collecting them from, the Supplier; and
- (2) any costs of labour required in relation to the removal or replacement of any Part from any vehicle or any other goods, unless prior written approval has been obtained from GM ANZ.

11. Limitation of Liability

- (1) Subject to clause 11(2) below, and to the maximum extent permitted by law, GM ANZ hereby excludes all liability for any direct, indirect or contingent loss or damage (including consequential loss) howsoever arising from any breach of this Warranty or any conduct of GM ANZ or any Service Centre pursuant to these Terms including, but not limited to, any liability or claim for:
 - (a) injury or damage to any person or any property;
 - (b) any loss or costs associated with renting or hiring substitute, replacement or temporary motor vehicles or other goods;
 - (c) any loss or costs (including labour costs) incurred as a consequence of any damage or breakdown of the Parts (or any goods incorporating the Parts);
 - (d) any loss or costs incurred as a consequence of any delay in the Parts (or any goods incorporating the Parts) being repaired or replaced under this Warranty; or
 - (e) any loss or costs incurred as a consequence of any delay in respect of any other matter in these Terms.



(2) To the extent permitted by law, the liability of GM ANZ under any condition or warranty which cannot legally be excluded is limited to:

(a) in the case of goods—any one of the following (in GM ANZ's sole discretion):

- i. the replacement of the goods or the supply of equivalent goods;
- ii. the repair of the goods;
- iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- iv. the payment of the cost of having the goods repaired; and

(b) in the case of services—any one of the following (in GM ANZ's sole discretion):

- i. supplying the services again; or
- ii. paying the cost of having the services supplied again.

