

GENUINE DEEPAL PARTS & ACCESSORIES WARRANTY AGAINST DEFECTS

This document sets out the Terms and Conditions of the Genuine DEEPAL Parts and Accessories Warranty provided by Inchcape Automotive Australia Pty Ltd trading as DEEPAL Australia (hereafter, "DEEPAL Australia") (ABN 63 637 080 007).

Genuine DEEPAL Parts and Accessories are components purchased and/or installed on a DEEPAL vehicle that are not specified as standard factory installed components for a specific model. This warranty covers the repair and/or replacement at no extra charge of any such component that is found defective in material and/or workmanship, sold by DEEPAL Retailer, installed at an authorized DEEPAL Service Site or purchased over the counter from a DEEPAL Parts Retailer/Distributor.

Under the Genuine DEEPAL Parts and Accessories Warranty, DEEPAL Australia warrants (subject to the below Terms and Conditions) that if a Genuine DEEPAL Part or Accessory purchased by a "consumer" (as that term is defined in the Competition and Consumer Act 2010) is found to be defective in factory materials or workmanship within the stated warranty period, it will be repaired, replaced or adjusted by the selling authorised DEEPAL Retailer free of charge.

Please note that the Genuine DEEPAL Parts and Accessories Warranty does not cover parts and accessories that have been acquired by auction or were imported into Australia other than by DEEPAL Australia.

To the extent permitted by law, any consequential, indirect or incidental loss or damage is not covered by the Genuine DEEPAL Parts and Accessories Warranty. Any statutory or other rights or remedies available in relation to a claim for such loss or damage should be pursued separately.

OTHER RIGHTS

The Genuine DEEPAL Parts and Accessories 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 Genuine DEEPAL Parts and Accessories Warranty does not exclude, affect or limit those guarantees, rights or remedies, except to the extent that their application may be lawfully excluded or limited.

In particular, 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 reasonable 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.

THE WARRANTY PERIOD

The Genuine DEEPAL Parts and Accessories Warranty period commences on the date of first supply and continues for the following term:

- Applicable warranty period for replacement of standard Genuine DEEPAL Parts and Accessories¹ are for the remainder of the DEEPAL New Vehicle 7 year/160,000 kilometre warranty.
- Optional Genuine DEEPAL Parts and Accessories¹ fitted at the point of new vehicle purchase or fitted by an authorised DEEPAL Retailer are warranted for one year from the date of purchase.
- Optional Genuine DEEPAL Parts and Accessories purchased from a DEEPAL Retailer and installed independently or by a third party is warranted for one year from the date of purchase.

1. Standard Genuine DEEPAL Parts and Accessories refers to non-optional components that do not come standard with the specific model variant.

Optional Genuine DEEPAL Parts & Accessories refers to optional components that do not come standard with the specific model variant.

DEEPAL Australia ABN 63 637 080 007

4 Burbank Place Norwest NSW 2153

PO Box 8311 Norwest NSW 2153

T +61 2 9930 7800

deepal.au

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WHAT'S NOT COVERED BY THE GENUINE DEEPAL PARTS AND ACCESSORIES WARRANTY

Repair, replacement and adjustment under the Genuine DEEPAL Parts and Accessories Warranty are not available for damage, malfunction, defects, faults or failures due to:

- Ordinary wear and tear.
- Use of the vehicle for a purpose or under road or climatic conditions other than for which it was designed, including racing, rallying, speed trialling, hill climbing or similar activities or competitive events.
- Any work carried out on the vehicle by a person other than an authorised DEEPAL Service Centre.
- Driver negligence, misuse or abuse (e.g. tampering, disconnection, loading or towing beyond the manufacturer's specifications or recommendations, or continuing to drive the vehicle after loss of fluids, lubricants, refrigerants or water).
- Modifications or alterations (including to software) which have not been approved by the manufacturer, or the installation or use of non-genuine parts, accessories, equipment, assemblies or components.
- if it is found that the odometer or the Warranty and Service Booklet have been tampered with.
- Water ingress from floods or deep-water fording.
- A failure to have the vehicle serviced in strict accordance with the manufacturer's specifications and recommendations, or a failure to have the vehicle repaired promptly in accordance with such recommendations following an accident or other damage, or after a defect becomes known or is suspected.
- A failure to maintain the vehicle, including its body trim and paintwork, in accordance with the manufacturer's recommendations, or the use of unsuitable agents.

- Use of non-recommended, incorrect specification, inappropriate or dirty fluids, lubricants, refrigerants or water. See your vehicle Owner's Manual or contact your DEEPAL Service Centre for specifications.
- Accident, impact, fire, war, theft, illegal use or malicious damage by a third person.
- Environmental conditions including acid rain, industrial fall-out, salt, sand, stones, tree sap, bark or leaves, bird, animal or insect droppings or other damage, windstorm, flooding, earthquakes, landslide, hail, flood, lightning, extreme temperatures or other acts of nature.
- Improper repairs, inspection, diagnosis or adjustments not approved or recommended by DEEPAL Australia.

Under the warranty, DEEPAL Australia does not accept liability for any loss of use of the vehicle; for any alternate transportation such as car rental fees, lodging, food or telephone expense; for any damage to goods, commercial loss, loss of time or inconvenience; or for any other incidental expenses or consequential damages. These should be pursued separately.

THIRD-PARTY MANUFACTURED GENUINE PARTS AND ACCESSORIES

If a third-party manufacturer (or supplier) of parts and accessories have a separate warranty against defects evidenced by a document that comes with the part/accessory, that manufacturer's (supplier's) warranty shall apply in conjunction with the Genuine DEEPAL Parts and Accessories Warranty.



WHERE TO GO FOR WARRANTY REPAIRS

Take your vehicle to any authorised DEEPAL Retailer if it needs repairs under the DEEPAL Genuine Parts and Accessories Warranty. All authorised DEEPAL Retailers will honour the Genuine DEEPAL Parts and Accessories Warranty and will be happy to repair, replace or adjust free of charge any part of your vehicle that is defective in factory materials or workmanship. Proof of purchase may be required at the time of making your claims.

Please note that neither the selling authorised DEEPAL Retailer or DEEPAL Australia can reimburse the cost of replacements or repairs carried out by a person other than the selling authorised DEEPAL Retailer.

TRANSFER OF WARRANTY

The Genuine DEEPAL Parts and Accessories Warranty runs with the vehicle upon which they were first installed and is transferable from owner-to-owner conditional upon the standard warranty terms as explained in this document. It is only available in Australia and is not transferable to other countries as no reciprocal world-wide warranty is provided.

QUESTIONS AND FURTHER INFORMATION

The Genuine DEEPAL Parts and Accessories Warranty is provided by DEEPAL Australia, ABN 63 637 080 007 of 4 Burbank Place, Norwest NSW 2153. If you have any questions regarding the Genuine DEEPAL Parts and Accessories Warranty, please call us on +61 2 9930 7800 or email us at support@deepal.au.