

## WARRANTY

This document sets out the warranty terms and conditions for the Products ("Warranty").

1. In this Warranty
  - a) "ACL" means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*;
  - b) "Company" means Ausfeng Pty Ltd;
  - c) "Authorised Dealers" means the dealers that are approved and authorised by the Company and include XARC as listed on Company's Website;
  - d) "Authorised Fitters" means the fitters of the Products that are approved and authorised by the Company as listed on Company's Website;
  - e) "Products" means genuine XFORCE and VAREX exhaust systems and products purchased by You;
  - f) "XARC" means Company authorised repair centres as listed on Company's Website;
  - g) "Place of Purchase" means the place from which You purchased the Products;
  - h) "You/Your/Yourself" means the purchaser of the Products, where the purchase is not for the purposes of re-supply;
  - i) "Warranty Period" means the Warranty Period set out in Table 1, which is calculated from the date of purchase of the Products by You;
  - j) "Website" means [www.xforce.com.au](http://www.xforce.com.au).
2. All Products are designed for race and off-road use only and are not designed for use on roads or related areas including car parks.

### WHAT IS COVERED BY THIS WARRANTY

3. The Company warrants that the Products will be free from defects in material and manufacture for the Warranty Period.
4. No repair or replacement during the Warranty Period will renew or extend the Warranty Period past the Warranty Period provided from the original date of purchase of the Products by You.
5. This Warranty only applies to the Products that are purchased in Australia.

### WHAT IS NOT COVERED BY THIS WARRANTY

6. This Warranty does not apply to any Product that:
  - a) has not been purchased from an Authorised Dealer;
  - b) is a second-hand Product;
  - c) is made known to You at time of purchase and on the relevant tax invoice for the purchase of the

Products that this Warranty does not apply.

Circumstances where this Warranty does not apply include Products that are sold with defects or faults and such defects or faults are drawn to Your attention prior to You purchasing such Products;

- d) has been modified or changed by non-Authorised Dealers or a non-Authorised Fitter; or
  - e) has had the serial number removed, altered or made illegible.
7. This Warranty does not apply to any defect in the Product caused by:
    - f) failure to use or properly maintain the Product in accordance with Company's instructions or recommendations;
    - g) abnormal use of the Product;
    - h) any accident, neglect, abuse, accidental damage, incidental damage, incorrect application, misuse of the Product;
    - i) the fitting of an accessory or option by a non-Authorised Fitter;
    - j) repair, maintenance or service by a non-Authorised Fitter or a non-XARC;
    - k) Improper, incomplete or incorrect installation or fitment; or
    - l) normal wear and tear.
  8. This Warranty does not apply to:
    - m) gaskets, seals or nuts and bolts of the Product;
    - n) any consequential damage/s;
    - o) failure to order the correct Product; or
    - p) change of mind.
    - q) A cause independent of the human controls which occurred after the goods left the control of the manufacture.
  9. The Company is a parts supplier only, and not liable to defective fitment of the Products.

### CUSTOMER'S RESPONSIBILITIES

10. You must use and maintain the Product in accordance with the manufacturer's instructions and manual, technical specifications, service guidelines and any other information supplied or communicated to You by the Company, the Authorised Dealer or Authorised Fitter.
11. If the Product develops a defect, You must not attempt to repair it Yourself. Doing so may cause damage which is not covered by this Warranty. Only Authorised Dealers and Authorised Fitters should perform service or repairs on the Product.

### HOW WILL A VALID WARRANTY CLAIM BE HONoured

12. If You submit a valid claim under this Warranty, and it is assessed as a valid Warranty claim, the Company will, at its option:
- k) repair the Product; or
  - l) refund the money paid by You for the Product. When a refund is provided, the returned item becomes the Company's property and must be returned back to the Company; or
  - m) replace the Product with a product that is at least equivalent to the original Product in function, quality and cost. When a Product or component is replaced, any replacement item becomes Your property and the replaced item becomes the Company's property.

17. Any costs incurred in having Your Product repaired, such as transporting the Product to and from the Authorised Dealer are not covered by this Warranty
18. You agree and acknowledge that if You make a Warranty claim, the Company and its Authorised Dealers may exchange information in relation to You in order for the Company to fulfil its obligations under this Warranty.

**GENERAL**

19. This Warranty is not transferrable.
20. No party other than the Company has authority to vary the terms of this Warranty. The benefits given by this Warranty are additional to other rights and remedies that You may have in relation to the Products.
21. If the supply of the Products to You is a consumer sale pursuant to the ACL, the following statement applies. In this statement "goods" means "Products" and "our" means "Company".

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.

This Warranty is provided by:  
 Ausfeng Pty Ltd  
 97 Rookwood Road YAGOONA NSW 2199  
 (02) 9793 7338  
 inquiry@xforce.com.au

**HOW DO YOU LODGE A WARRANTY CLAIM**

13. To make a claim under this Warranty, please contact either the XARC or an Authorised Dealer in Your State or You may also send Your Warranty claim directly to the Company by post at: PO Box 689, Lidcombe, NSW 1825, Australia or by email at inquiry@xforce.com.au
14. Once Your claim is received, a representative of the Company or its Authorised Dealer will help determine whether Your Warranty claim is valid and, if it is, will inform You how Company will honour it.
15. When lodging Your Warranty claim, You must:
- a. provide a proof of purchase details;
  - b. provide a written explanation and if so requested, photographic evidence of the issues and alleged defects associated with the Product.
  - c. Provide the alleged defect product in question to the Authorised Dealer, XARC or the Company if so requested.
16. After You lodge a Warranty claim, the Company or its Authorised Dealer will assess and investigate Your Warranty claim as to whether or not it complies with this Warranty. During this process the Company or its Authorised Dealer may, before providing Warranty service, require that You respond to questions designed to assist with diagnosing potential faults and follow their procedures for obtaining Warranty service. This may include You delivering the Product to the Authorised Dealer or the Company. You must respond to all requests within 14 days.

**Warranty Period TABLE 1**

Product Type	Warranty Period
Stainless Steel Exhaust Systems	60 Months
Mild Steel Exhaust Systems	24 Months
Catalytic Converters	12 Months
Electronic Components	12 Months
Universal Mild Steel Mufflers	12 Months
Universal Stainless Steel Mufflers	24 Months
Accessories	12 Months
Stainless Steel Headers	24 Months
Mild Steel Headers	12 Months