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Mills-Tui Australia Pty Ltd  
ACN 086 996 590 ABN 65 086 996 590



Quality Endorsed  
Company  
ISO9001:1994  
Registration: 1678

## STANDARD WARRANTY STATEMENT

### 1. Warranty Conditions

Mills-Tui Australia Pty Ltd {hereinafter called the Company} will at its cost remedy or cause to be remedied any defects arising from faulty workmanship or materials in items manufactured by the Company, either by repairing the same or, at the Company's discretion, by replacing any component of the item with the same or similar component.

This applies on the condition that:

- (a) The Customer notifies the Company in writing of the defect immediately it becomes apparent.
- (b) The Customer delivers the item to the Company's premises or such other place as the Company may specify in writing within seven (7) days of notification of the defect.
- (c) The defect appears in the vehicle :  
**Either** - within twelve (12) months of the date of delivery of its first acquisition  
**Or** - within travelling 100,000 kms since such delivery,  
whichever is the earlier.
- (d) In the sole opinion of the Company the item has not been used in extreme or unusual circumstances.
- (e) In the sole opinion of the Company that normal preventative maintenance has been carried out.
- (f) The defect is not one arising from or attributable to the modification or alteration of the item or the installation or use of any part or accessory not approved by this company for use or installation therein.
- (g) The defect does not comprise any consequential defect, damage or deterioration arising from or attributable to the operation of the item after it is known to have been defective.
- (h) The defect is not one arising from or attributable to any misuse or negligent or accidental act or omission affecting the item after delivery.
- (i) When repair work has been carried out by this Company and evidence of faulty workmanship satisfactory to the Company is produced within 14 days of the repair, the Company will rectify such faulty workmanship.

2. The Company will not be liable for and the customer releases the Company from any claim in respect of faulty or defective design in items manufactured by the Company unless such design has been wholly prepared by the Company and the responsibility for any claim has been specifically accepted by the Company in writing and in any event the liability of the Company will be strictly limited to making good any defects by repairing the same or at the Company's option by replacement.

**3. Preventative Maintenance and After Sales Service**

- (a) Regular maintenance carried out by qualified personnel is the key to the safety and reliability of your vehicle.
- (b) It is essential that the relevant service be undertaken at the appropriate intervals by the Company or its authorised agent.
- (c) The manual (where provided) gives details of those maintenance requirements which are customer's responsibility.

Failure to properly maintain your vehicle may result in forfeiture of certain warranty conditions.

The Company also provides service facilities for your vehicle after it has exceeded the warranty period and comprehensive spare parts sales from its facilities and through various national agencies.

**4. Warranty Exclusions**

The facilities referred to above are not available in any situation where:

- (a) The vehicle has been abused in any way or damaged by neglect, accident or improper use.
- (b) The repair or replacement is necessary as a result of normal wear and tear.
- (c) The vehicle has not been maintained in accordance with recommendations.
- (d) The vehicle has been altered by removal or change of the manufacturer's identification number or marks.

**Note:**

- (i) Travelling time is not considered a warrantable item.
- (ii) This warranty does not cover transportation, installation, labour or other costs except as provided above.
- (iii) These specific service items are not covered by the Company or the relevant suppliers' warranty:

- |                     |   |                                   |             |
|---------------------|---|-----------------------------------|-------------|
| * Engine oil        | * Air filters                                   | * Track testing                   |             |
| * Transmission oil  | * Gaskets                                       | * Final drive oil                 | * Fan belts |
| * Hydraulic oil     | * Drive belts                                   | * Air and water hoses for engines |             |
| * Oil filters       | * Wear and tear of components due to normal use |                                   |             |
| * Fuel filters      | * Globes  | * Wheel alignment                 |             |
| * Hydraulic filters | * Wheel balancing                               | * Tyres                           |             |

- (iv) Neither Manufacturer nor Dealer shall be liable for delays in repairs occasioned by labour or material shortages or by cause whatsoever beyond their control.
- (v) The Company warranty is only applicable to the original owner of the particular Company product.
- (vi) This warranty shall not be applicable where vehicle specifications have been changed without prior written approval by the Company.
- (vii) Costs for hire of replacement vehicles, accommodation or towing will not be allowed.

Except for its express liability under this warranty, the Company does not assume any obligation or liability whatsoever for any direct or indirect consequences of faults or defects in materials, workmanship or design, whether it be loss, damage to the product, injury or damage to person or property or loss of profit.

June 2004

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