BLUEMAX WARRANTY & CONDITION OF SALE

2WD/4WD PARTS WARRANTY

At McNaughtan's T/A Suspension Supplies Australia (SSA) discretion, we will replace or repair any SSA product which is found to be defective in material and/or workmanship, <u>providing it has been correctly installed, maintained and that any part failure or breakage occurs on a registered vehicle under conditions of normal use.</u>

This is a limited warranty valid for a period after the original invoice date as follows:

- Suspension Components: 36 months or 60,000 kilometers, whichever comes first.
- Consumables (e.g. bushes): 90 days from the date of invoice.

The warranty applies to the defective part only and does not cover any costs associated with the removal or replacement and/or forwarding or return of the part. The Purchaser agrees to indemnify and hold Suspension Supplies Australia harmless from and against any loss, injury or damage, to person or property that extends beyond the warranties set, whether the claims against Suspension Supplies Australia or the damages are incidental or consequential. The warranty covers the original purchase and is not transferable.

Warranty exclusions also include the following:

- 1. Fitting a part to a vehicle that is not (i) correctly matched with other suspension components or (ii) intended for the application.
- 2. Any repairs, alterations or modifications to the product or installation.
- 3. Vehicle modifications subsequent to the purchase of SSA parts may void warranty.
- 4. The operation of the subject vehicle loaded outside the manufacturer's recommendations and/or exceeding relevant Government's GVM limits will void the warranty.
- 5. Any product subjected to accident, extreme use or negligence.
- 6. The use and/or reworking of second hand parts.
- 7. Normal wear and tear.

Suspension Supplies Australia is to be notified by the Purchaser of a defect in writing/email as soon as it is noticed. Repair or replacement is preconditioned on the examination of the goods by Suspension Supplies Australia, which may require the goods to be returned to SSA's premises at 219 Toombul Road, Northgate Qld 4013.

Warranty claims made without substantial records will not be considered. Claims are to include a copy of the original invoice showing purchase date, detailing the vehicle owner, vehicle description and odometer reading – the installer's details must also accompany the claim. Vehicle details current at the time of claim will also be required.

SERVICE WARRANTY

Work performed by our service department is covered for 90 days provided the vehicle is operated under conditions of normal use with the above conditions and exclusions applying.

CONDITIONS OF SALE

The Vendor sells and the Purchaser buys the goods and services as per invoice and on the following conditions.

The Purchaser will pay the price of these goods and services to the Vendor within the time agreed with the Vendor. If there has been no agreement as to time, payment must be paid within 7 days of this invoice.

Title to these goods does not pass to the Purchaser until the Vendor is paid in full for these goods and services and all other goods and services previously supplied by the Vendor.

The Purchaser will:

- 1. Store separately goods, which have not been paid for.
- Keep separate records of the proceeds for the sale of any goods which have not been paid for, bank the proceeds into a separate account on behalf of the Vendor and immediately remit the proceeds to the credit of the Vendor; and
- 3. If any goods are used in a manufacturing process, or incorporated into vehicles or other machinery, record the value of goods so used in relation to each unit finished product and upon sale of any unit of finished product immediately pay the value to the Vendor from the proceeds of the sale.

If the Purchaser does not pay for any goods by the date specified in these conditions the Vendor may enter the Purchasers premises (or any premises under the control of the Purchaser or its agents) and use reasonable force to take possession of the goods without liability for trespass, negligence or the payment of any compensation to the Purchaser.

Risk in the goods passes to the Purchaser upon delivery of the goods to the Purchaser or upon collection of the goods by the Purchaser's agent or courier.

Freight

Please note our freight carriers offer one complimentary delivery/attempt, if you are not present to accept the delivery you will have to arrange collection from the freight depot or cover the cost for a re-delivery.

DELIVERY CONDITIONS FOR DISPATCHED GOODS

Our responsibility ceases on delivery to courier transport company or rail. Before signing for or accepting parcels, examine for loss or damage. When loss or damage occurs claim immediately on the carrier or your Insurance Company.

Return of Goods

Suspension Supplies Australia is to be notified prior to goods being returned. Any returns are to be within 21 days of invoice date. Invoice Number and date must be quoted before credit will be considered and freight prepaid. Prices are ex-Store Freight, Insurance etc., are owners cost.

Special Products

Products that are made to customer's special order, customer's specifications or are non-stock products, are not acceptable for return or credit. Cancellation of orders for special or non-stock products will not be accepted.

NOTE: This catalogue has been produced as a guide to select replacement parts. The manufacturer's names, O.E.M. reference numbers and illustrations appearing in this catalogue are used only to aid in identification of Suspension Supplies parts. Care has been exercised in producing this catalogue accurately, but no liability is accepted for errors or omissions that may be present.