



## VQUIP LIFETIME WARRANTY

This is a warranty of goods sold and installation services supplied by VQuip Pty Ltd ABN 37 147 897 934 ('VQuip') as identified in this warranty (respectively 'Goods' & 'Installation Services').

When any person, firm or company places an order with VQuip for the purchase of Goods and/or Installation Services ('Customer'), they have the peace of mind in knowing that those Goods and/or Installation Services are covered by this warranty.

This warranty sets out what the Customer must do to entitle the Customer to claim under this warranty and what VQuip must do so that the warranty may be honoured.

This warranty is in force from **1<sup>ST</sup> June, 2026** and applies to Goods and/or Installation Services supplied by VQuip as and from that date. It replaces the VQuip written warranty dated 1 November 2019.

### 1. THIS WARRANTY:

The benefits provided to the Customer in this warranty are in addition to other rights and remedies under the Australian Competition and Consumer Act 2010 and any other laws ('Standard Warranties') in relation to the Goods and/or Installation Services sold and/or supplied by VQuip.

This warranty covers, for the warranty period (as identified in this warranty):

(a) the Goods and/or Installation Services sold and supplied against structural failure, faulty materials or faulty workmanship ('Failure'); and

(b) in the case of Failure, the repair or replacement of Goods, the remediation or re-performance of Installation Services, or the refund of the cost of Goods and/or Installation Services.

Important information:

- There is no cost to the Customer for this warranty.
- A failure to evidence purchase of the Goods and/or Installation Services from VQuip by way of a valid invoice/receipt will mean this warranty will not apply.
- This warranty is not transferrable and will expire in the event the Customer transfers their legal or beneficial ownership in the Goods or the motor vehicle into which the Goods had been installed by VQuip, or otherwise disposes of the Goods.
- The VQuip trading terms published at [www.vquip.com.au](http://www.vquip.com.au) ('VQuip Trading Terms') shall apply and form part of this warranty, unless

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inconsistent with the terms detailed in this warranty and in such a case only to the extent of any such inconsistency.

## **2. THIS WARRANTY WILL NOT APPLY:**

This warranty does not apply to Goods and/or Installation Services supplied by VQuip where the vehicle to which the Goods and/or Installation Services have been supplied (i) is designed, intended or fitted out for off-road use, (ii) has been used off-road, and (iii) such off-road use has caused, contributed to, or is reasonably likely to have caused or contributed to, the Failure claimed.

For the purposes of this warranty, 'off-road use' means the operation, driving or other use of a vehicle on any surface, terrain or location other than a sealed roadway constructed and maintained for passenger vehicle traffic, and includes (without limitation) use on unsealed roads, gravel, sand and any terrain involving significant inclines, declines, obstacles or uneven surfaces.

This warranty will not apply to the extent the Failure claimed is the result of:

- (a) normal wear and tear;
- (b) non-functional issues experienced including surface finish issues and colour fading issues;
- (c) the Goods not having been stored, used, cared for or maintained in accordance with requirements as advised to the Customer by VQuip or a third party manufacturer, supplier and/or installer;
- (d) any modification, alteration, re-installation or repair of the Goods which is not carried out or authorised by VQuip;
- (e) the Goods having been used in an abnormal manner; for example if the Goods are misused, dropped, crushed, impacted with any hard surface, exposed to extreme weather conditions, not maintained properly or used after partial failure;
- (f) any abnormal stress imposed on the Goods including, but not limited to, corrosive chemicals, corrosive environments, extreme heat or humidity and excessive vibration or movement;
- (g) any loads or stresses in excess of those reasonably contemplated for the Goods or for its intended use or in excess of any specified ratings or limits;
- (h) any liability VQuip may have in contract, tort (including, without limitation, negligence or breach of statutory duty), personal injury or property damage howsoever caused, or otherwise to compensate the Customer for (a) any increased costs or expenses, (b) any loss of profit, revenue, business, contracts or anticipated savings, (c) any loss or expense resulting from a

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claim by a third party, or (d) any special, indirect or consequential loss or damage of any nature whatsoever; or

(i) wilful, negligent and/or reckless acts or omissions of the Customer or a third party.

This warranty does not cover:

- (a) transport or travel costs to any from VQuip premises; or
- (b) loss of use of the Goods and or the vehicle into which the Goods had been installed.

### **3. UNDER THIS WARRANTY:**

If there is a Failure, the Customer is entitled, at the election of VQuip, to:

- (a) in the case of Goods, have the Goods repaired with a reasonable time; a replacement of the Goods, or a refund of the cost of the Goods; and
- (b) in the case of Installation Services, have the Installation Services remedied or re-performed within a reasonable time, or a refund of the cost of the Installation Services.

All other liability limitations and exclusions detailed in the VQuip Trading Terms shall apply to this warranty.

### **4. TO CLAIM UNDER THIS WARRANTY:**

A Customer must:

- (a) Contact VQuip by email ([sales@vquip.com.au](mailto:sales@vquip.com.au)) or by phone on 1800 847 687;
- (b) Provide VQuip details associated with its claim, together with written evidence of purchase of the Goods and/or Installation Services (a valid invoice/receipt) the subject of the claim; and
- (c) VQuip will then contact the Customer, arrange for the Goods and/or Installation Services to be inspected, and determine the Claim in a timely manner.

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VQuip will honour all warranty claims that are submitted by a Customer in accordance with these terms and conditions.

This schedule outlines (a) the VQuip Goods and Installation Services covered by this warranty, and (b) the warranty period applicable:

<b>Product type</b>	<b>Warranty period</b>
Goods manufactured and installed by VQuip	For the entire period the Customer owns the Goods
Goods manufactured by a third party and installed by VQuip	Goods – as per manufacturer warranty Installation Services – for the entire period the Customer owns the Goods

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