DARWIN 4X4 CARS AND COMMERCIALS: TERMS OF SALE AND SERVICE

The Trustee for Darwin 4x4 C&C Unit Trust t/as Darwin 4x4 Cars and Commercials | ABN 76 839 747 384
141 Coonawarra Road, Winnellie NT 0820 | 08 8984 4804 | sales@darwin4x4.com.au

1. Application. These terms apply to all goods and services we supply. By accepting goods, authorising work or paying an invoice, you accept them.

2. Quotes and extra work. Quotes are estimates, valid 14 days. If we find extra work or parts are needed, we'll contact you for approval before proceeding. Approval can be verbal and we'll note it on the job card. You pay for approved extras.

3. Payment. Payment is due on collection or before dispatch. Goods remain ours until paid in full. We can keep your vehicle or parts until the account is paid. Overdue accounts incur interest at 12% p.a. and recovery costs.

4. Your vehicle. You confirm you're the owner or authorised to approve work. We take reasonable care of vehicles but aren't responsible for personal items left in them. We aren't responsible for faults that were already there, hidden defects, or damage that is unavoidable when removing components that are rusted, seized, worn or previously modified. Vehicles not collected within 7 days of notice will incur storage of $50 per day.

5. Second-hand parts. Used parts are pre-owned and may show wear and cosmetic marks. You must confirm the part suits your vehicle (part number, VIN, build date) before fitting. Check with us first if unsure. Used parts are supplied as described on the invoice.

6. Returns (change of mind or wrong part). Return within 14 days of invoice date with the invoice, unfitted, unmarked and in original condition. Electrical parts, special orders, cut sections and anything dismantled can't be returned. A 15% handling fee and any freight costs apply. This clause doesn't limit your rights under clause 8.

7. Warranty.

Cover: Used parts carry 90 days, parts only. Workshop work carries 3 months or 5,000 km, whichever comes first, on workmanship. Where we fit a part we supplied, the part warranty applies, plus labour cover for our own fitting.

Warranty applies only if:

- the part was fitted by us or a licensed, qualified repairer
- correct fluids and filters were used and the vehicle was properly maintained
- for automatic transmissions and differentials: coolers and lines were flushed or replaced, the torque converter was seated correctly, and the unit was coded or set up as required
- the part hasn't been dismantled, repaired or tampered with
- you stopped using the vehicle at the first sign of a fault and contacted us before any further work

Warranty doesn't cover:

- seals, gaskets and oil leaks
- wear items and consumables
- overheating
- incorrect fitment
- accident damage, overloading, misuse, or competition and racing use
- parts supplied by you
- unauthorised repairs or modifications

Engines: Engines are sold as a bare long block only. Accessories and ancillaries are not covered, including water pumps, turbochargers, EGR valves, coolers, manifolds, flex plates, flywheels, timing belts, idlers, coil packs, wiring and throttle bodies. Engine warranty applies only if the front and rear main seals, timing belt or chain, water pump, thermostat, radiator, rocker cover gasket and sump gasket were replaced at fitting, and the cooling system was in good working order. Overheating voids the warranty.

Making a claim: Contact us before any repair work starts and have the invoice ready. Return the part complete. We'll choose to repair, replace or credit.

Labour on parts fitted by others: Labour is limited to Autodata book time at $70 per hour plus GST. A written quote must be submitted to us and approved by us in writing before work starts, and the work must be done by a licensed repairer. Labour done without our written approval, or charged above that rate, is not covered. Where we fit the part ourselves, we cover the labour to repair or replace it.

Claim limit: The total cost of any warranty claim, parts and labour combined, cannot exceed the amount on the original invoice.

Expenses: You pay for freight and transport of the part to us. We pay to return the repaired or replacement part to you. Labour approved by us in writing is paid as set out above. Send us receipts for approved labour and we'll reimburse you.

Costs not covered: This warranty does not cover accommodation, meals, travel, hire vehicles, loss of use, lost income, or any other cost that results from a part or workmanship failing.

Breakdowns and recovery: If you tow a caravan or trailer, travel remotely, or rely on the vehicle for work, you should hold roadside assistance cover. Under this warranty, towing, recovery and associated costs are your responsibility, whether or not you hold cover.

Your other rights: The benefits of this warranty are in addition to other rights and remedies available to you under the law. Nothing in this clause 7 limits your rights under clause 8.

8. Consumer guarantees. The Trustee for Darwin 4x4 C&C Unit Trust t/as Darwin 4x4 Cars and Commercials, 141 Coonawarra Road, Winnellie NT 0820, 08 8984 4804, sales@darwin4x4.com.au.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

9. Liability. Nothing in these terms excludes or limits any rights you have under the Australian Consumer Law that can't be excluded. Where the law allows, and for goods or services not ordinarily acquired for personal, domestic or household use, our liability is limited to resupplying the goods or services or paying the cost of doing so. Where the law allows, we aren't liable for loss of income, downtime or other indirect loss.

10. Disputes and law. If there's a problem, call us first and we'll work it out. Northern Territory law applies and NT courts have jurisdiction.