

## Warranty Policy – King Long Body

Heavy Vehicles Australia Pty Ltd (ABN 12 135 792 728) (“the Company”) warrants to the purchaser of each new King Long Body (“the Body”) purchased, under normal use and maintenance, will be free from defects in material and workmanship, subject to the following terms and conditions.

### 1. TERM

Except in relation to the items and the periods set out in paragraph 8 below, this warranty shall exist for a period of 24 months from the date of sale of the Body.

### 2. STANDARDS

An authorised agent of the Company or the Company shall, at its discretion, either repair or replace any genuine part that is defective in material or workmanship, within the warranty term, without charge to the owner(s).

### 3. LIMITATIONS

Subject to the extent that legislation such as the Competition and Consumer Act 2010 (C’wlth) that cannot be excluded or limited, this warranty shall not apply to, or include any of the following:

- a) Repair or replacement which results from any of the following:
  - (i) use of the Body in any conditions other than normal commercial use and operation on reasonable road surfaces in accordance with the intended use of the Body as instructed by the Company, or as contained in the Body manual or handbook. If the use or application of the Body is changed after the date of sale, this change must be notified in writing to the Company as soon as possible, and may impact on the terms of this warranty;
  - (ii) accident to the Body;
  - (iii) misuse or abuse of the Body;
  - (iv) lack of proper and punctual maintenance and regular servicing, as set out in the Body manual or handbook and the other operating instructions for the Body;
  - (v) repairs improperly performed or replacement parts improperly installed by any person other than an authorised agent of the Company or the Company;
  - (vi) a replacement part or accessory fitted to the Body which does not conform to the Company’s specifications;
  - (vii) modification and remodeling without acknowledgement by the Company;
  - (viii) deterioration due to normal use and exposure; or
  - (ix) damage from environmental conditions such as airborne fallout, salt, sand, stone, hail, windstorm, lightning, flood and the like.
- b) Any of the equipment or accessories of the Body or part of the Body which are subject to normal wear and tear, including, without limitation, fuses, globes, wiper blades, glass, trim, headlights, battery, tyres and the like or consumable or other parts which are replaceable in the ordinary and expected course of using the Body.
- c) Transport costs. The purchaser shall arrange, at its own cost, any expense related to transportation of the Body or any defective part to and from any authorized repairer of the Company or the Company, including (but not limited to) towing charges or other transportation charges.
- d) The Company is not obliged or required to either repair or replace any defective part or parts of the Body unless the Company is notified in writing of the defect within 2 days of the date upon which the defect becomes apparent.

### 4. OTHER WARRANTIES

Subject to any statutory implied terms that cannot be negated or amended in any respect, this warranty contains the whole of the Company’s obligations, and an authorised agent of the Company or of an employee of the Company is not authorised to extend or enlarge this warranty.

**5. LIMITATION OF LIABILITY AND REMEDY**

- a) The Company or of any employee of the Company or its agents are not liable for any special, indirect, consequential or incidental damages or lost profits, lost opportunities, lost revenues or damages arising from loss of use howsoever arising.
- b) The liability of the Company or any employee of the Company or its agents under this warranty is limited (at the absolute discretion of the Company) to:
  - a. the repair or replacement of defective material, parts or workmanship by an authorised agent of the Company or by the Company; or
  - b. payment of the cost of replacing or repairing any defective part or the Body or of acquiring equivalent goods; or
  - c. the cost of replacing the goods.
- c) Rights given to or created by legislation (as amended from time to time) cannot be excluded or limited, and this warranty is to be read and construed as additional to and not restrictive of such statutory rights or warranties.
- d) Without limiting the generality of the foregoing, and subject to provisions in legislation that cannot be excluded, in no circumstances shall the liability of the Company exceed two per cent of the purchase price of the Body.

**6. EXCLUSIONS:**

This warranty does not include or apply to:

- a) the engine, drive line, air-conditioning or items not supplied by the Company;
- b) any damage to the Body caused by undue overloading, misuse, neglect or accident, nor does it apply to equipment which forms part of the Body, which has been altered in any way by a person other than an agent of the Company or by the Company;
- c) any items manufactured by others, whether or not such items are warranted by their respective manufacturers;
- d) consumable, perishable or wearing parts (including but not limited to lubricants, tyres, wiper blades and batteries); or
- e) any defect to the body which results from the fitting of bodywork or accessories where these items have not been fitted in accordance with the Company's specific instructions.

**7. OWNER'S RESPONSIBILITIES:**

Maintenance services are the owner's responsibility. The owner must retain evidence that proper maintenance has been performed on the vehicle.

**8. PERIOD OF WARRANTY**

Warranty periods are:

- a) Bodywork:

two (2) years from the date of delivery.
- b) Body frame:
  - (i) free from corrosion that affects the properties of the material (it being acknowledged that staining may occur from time to time) for ten years;
  - (ii) integrity of the body structure for ten years.

**9. GENERAL**

- a) This warranty is subject to the laws of the State of Victoria and is subject to the exclusive jurisdiction of the Courts of that State.
- b) If any provision in this Warranty shall be found or held to be void, the validity of the remaining provisions shall not be affected.

The benefit of these warranties shall not be assignable by the purchaser or any other person without the prior written consent of the Company.