

Warranty Policy – King Long Complete Vehicle

Heavy Vehicles Australia Pty Ltd (ABN 12 135 792 728) (“the Company”) warrants to the purchaser of each new King Long Vehicle (“the Vehicle”) 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 Vehicle.

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 purchaser.

3. LIMITATIONS

Subject to the extent that legislation such as the *Competition and Consumer Act 2010* (C’wltth) 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 or as a result of any of the following:

- (i) use of the Vehicle in any conditions other than normal commercial use and operation on reasonable road surfaces in accordance with the intended use of the Vehicle as instructed by the Company, or as contained in the Vehicle manual or handbook. If the use or application of the Vehicle 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 Vehicle;
- (iii) misuse or abuse of the Vehicle;
- (iv) lack of proper and punctual maintenance and regular servicing, as set out in the manual or handbook and the other operating instructions provided by the Company to the purchaser in any form;
- (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 Vehicle which does not conform to the Company’s specifications;
- (vii) modification and remodeling without acknowledgement by the Company;
- (viii) deterioration due to normal wear and tear; 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 Vehicle or part of the Vehicle 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 Vehicle.

c) Transport costs. The purchaser shall arrange, at its own cost, any expense related to transportation of the Vehicle 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 Vehicle 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 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 including delay.
- 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 Vehicle 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 Vehicle.

6. EXCLUSIONS:

This warranty does not include or apply to:

- a) the engine, drive line, air conditioning or any other items not supplied by the Company;
- b) any damage to the Vehicle caused by undue overloading, misuse, neglect or accident, nor does it apply to equipment which forms part of the Vehicle, 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 Vehicle 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 in accordance with the requirements specified in the Vehicle manual or handbook has been performed on the Vehicle.

8. PERIOD OF WARRANTY

Warranty periods are:

- a) Bodywork:
 - (i) two (2) years from the date of delivery.
- b) Complete Vehicle:
 - (i) general warranty for parts and labour for a period of two (2) years from the date of delivery of the Vehicle or until the Vehicle has completed 200,000 kilometers, whichever occurs first.



9. MAJOR COMPONENT EXCLUSIONS

The following components are covered by warranties provided by the manufacturers of those components and the Company shall not be responsible for these warranties in the event that the manufacturers of these components do not honour these warranties for any reason whatsoever:

- a) Cummins engine warranted by the manufacturer for a period of 2 years or 400,000 kilometers from the date of delivery, whichever occurs first;
- b) ZF Transmission warranted by the manufacturer for a period of 2 years or 200,000 kilometers from the date of delivery, whichever occurs first;
- c) ZF Steering warranted by the manufacturer for a period of 2 years or 200,000 kilometers from the date of delivery, whichever occurs first;
- d) ZF axles warranted by the manufacturer for a period of 2 years or 200,000 kilometers from the date of delivery whichever occurs first; and
- e) Air conditioning is warranted by its manufacturer and the purchaser should refer to the specific warranty provided by the air conditioning manufacturer for the applicable warranties.

10. 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.
- c) The benefit of these warranties shall not be assignable by the purchaser or any other person without the prior written consent of the Company.



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