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ABN: 79 101 176 372

## WARRANTY TERMS & CONDITIONS

1. In this Warranty, the following terms have the prescribed meaning:
  - 1.1. **“Customer”** means the party who has purchased the Services.
  - 1.2. **“Company”** means Gibson Driveshaft Services Pty Ltd ACN 101 176 372, its related bodies corporate and its employees, agents, directors and independent contractors.
  - 1.3. **“Services”** means the services and/or products purchased by the Customer to be performed or provided by the Company.
  - 1.4. **“Loss”** means damage, loss, cost, expense or liability (whether actual or contingent).
2. The Customer shall, within seven (7) days of the supply of any Goods and/or Services (time being of the essence), notify the Company of any alleged defect, error, omission, shortage in quantity, damage or failure to comply with the description or quotation. The Customer shall afford the Company an opportunity to inspect the alleged defect, error, omission, shortage in quantity, damage or failure to comply within a reasonable time of receiving notification. If the Customer fails to give notice in accordance with this clause, the Goods or Services shall be presumed to be free from any defect, error, omission, shortage in quantity, damage or failure to comply.
3. Goods will not be accepted for return other than in accordance with the provisions of this clause.
4. The Company warrants to the original purchaser that driveshafts, universal joints and driveshaft components purchased from the Company will be free of defects in materials and workmanship, subject to the following conditions and limitations and exceptions:
  - 4.1. The period of this warranty will be for:
    - 4.1.1. All on road vehicles - 1 year or 20,000 kilometres from the date of original purchase whichever occurs first;
    - 4.1.2. All off road vehicles and other equipment including mining and agricultural equipment – 4 months or 350 hours of use from the date of original purchase, whichever occurs first
  - 4.2. This warranty is subject to the following limitations:
    - 4.2.1. Damage caused by improper installation, misuse, collision, accident, failure to follow in all respects our instructions and/or recommendations, or subject to comprehensive insurance claim;
    - 4.2.2. This warranty does not cover any loss whereby it arises by activity beyond the industry accepted and normal use of the vehicle and/or equipment;
    - 4.2.3. Any goods, products or equipment must have been installed by a qualified motor repairer in accordance with the vehicle manufacturer’s instructions;
    - 4.2.4. Removing, dismantling, modifying or otherwise tampering with the product without prior written authorisation from the Company will render the warranty void;
    - 4.2.5. This warranty does not cover any vehicle modified in any way from the factory specifications;
    - 4.2.6. This warranty does not cover any vehicles subjected to misuse, neglect or contamination;
    - 4.2.7. This warranty does not cover driveshaft failure and subsequent vehicle damage to any vehicle undergoing dynamometer tuning. We do not recommend dynamometer tuning, particularly on modified vehicles.
    - 4.2.8. This warranty does not cover any vehicle used in motorsport or speed trials; and
    - 4.2.9. This warranty is not transferable on the sale of the vehicle.