

# Kaymar 4WD Accessories Warranty Terms and Conditions

## 1. WARRANTY AGAINST DEFECTS

1.1 Kaymar 4WD Accessories warrants that the rights and remedies to the Customer in this Agreement for warranty against defects are

in addition to the rights and remedies of the Customer under any applicable Law in relation to the goods and services to which the warranty relates.

1.2 Kaymar 4WD Accessories does not purport to restrict, modify or exclude any liability that cannot be excluded under the Competition and Consumer Act 2010 (Cth) or any related or complementary legislation or regulations as in force and amended from time to time.

### Warranty for Services

1.3 Kaymar 4WD Accessories warrants that for Services supplied by Kaymar 4WD Accessories is free from defects in workmanship for a period of one (1) year from the date of completion of the works, unless otherwise specified in writing by Kaymar 4WD Accessories.

1.4 The Customer warrants that it will report any defect in any Service provided within thirty (30) days from the date that the defect became apparent (time being of the essence).

1.5 To the extent permitted by law as read in conjunction with Clause 1.2, Kaymar 4WD Accessories liability in respect of defective services will be limited to:

1.5.1 the re-supply of the Service; or

1.5.2 the payment of the cost of having the Services supplied again; or

1.5.3 the refund of the Price paid by the Customer in respect of the Service and/or credit the account.

1.6 In respect of all claims Kaymar 4WD Accessories shall not be liable to compensate the Customer for any reasonable delay in remedying the defective Services or in assessing the Customer's claim. The Customer warrants that it will use its best endeavors to assist the Supplier with identifying the nature of the defective Service claim.

### Warranty for Goods

1.7 Kaymar 4WD Accessories warrants that the Goods manufactured by Kaymar 4WD Accessories are free from defects for a period of one (1) year from the date of delivery of the Goods unless otherwise specified in writing by Kaymar 4WD Accessories.

1.8 The Customer warrants that it will report any defect in any Goods supplied within thirty (30) days from the date that the defect became apparent (time being of the essence).

1.9 Kaymar 4WD Accessories warrants:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods are not of acceptable quality and the failure does not amount to a major failure.

1.10 The Customer acknowledges that additional costs incurred, such as labour and/or freight, will be borne by the Customer.

1.11 If the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Kaymar 4WD Accessories liability for a consumer guarantee under the Australian Consumer Law in relation to those Goods is limited to, at the discretion of Kaymar

4WD Accessories:

1.11.1 The resupply of the Goods;

1.11.2 The payment of the cost of providing the Goods again;

1.11.3 The replacement of the Goods or supply of equivalent Goods;

1.11.4 The payment of the cost of having the Goods repaired;

1.11.5 The repair of the Goods

## 2. WARRANTY FOR LED SIGNAL LIGHTS

2.1 Kaymar 4WD Accessories provides 3 years warranty for faulty parts and for workmanship.

2.2 Faulty LED lights should be tested by using fully charged 12 volt battery prior to the return.

## 3. CLAIMS MADE UNDER WARRANTY

3.1 Subject to clause 1, claims for warranty should be made in one of the following ways:

3.1.1 The Customer must send the claim in writing together with proof of purchase and clear descriptive photos showing the reason for the claim to Kaymar 4WD Accessories' at 90 Beresford Road, Lilydale VIC 3140; or

3.1.2 The Customer must email the claim together with the proof of purchase and clear descriptive photos showing the reason for the claim to Kaymar 4WD Accessories at [warranty@kaymar.com.au](mailto:warranty@kaymar.com.au) or

3.1.3 The Customer must contact Kaymar 4WD Accessories on 03-9739 4110.

3.2 Goods where a claim is made are to be returned to the Kaymar 4WD Accessories or are to be left in the state and conditions in which they were delivered until such time as the Kaymar 4WD Accessories or its Agent has inspected the Goods. Such inspection is to be carried out within a reasonable time after notification.

3.3 Kaymar 4WD Accessories will not accept any claim and/or returns without a valid proof of purchase.

3.4 Kaymar 4WD Accessories will use its best endeavors to assist the Customer with any claim with respect of the Goods

3.5 Kaymar 4WD Accessories shall not be liable to compensate the Customer for any delay in replacing the defective Goods or remedying the defective Services or in properly assessing the Customer's claim.

3.6 The Customer will bear all freight charges for the return of faulty products including the costs of removal and replacement of the faulty products.

## 4. EXCLUSION OF LIABILITY & USE OF PRODUCTS

Replacement Bar and/or Tow Bars

4.1 Kaymar 4WD Accessories strongly recommends the following:

4.1.1 Only Kaymar manufactured tow hitches are to be used in Kaymar bars.

4.1.2 Kaymar 4WD Accessories does not recommend the use of weight distribution hitches.

4.1.3 Jacking must only be done off the jacking points in the bar and/or tow bars, and in accordance with safe jacking practices.

4.1.4 Load capacity and ball load should be adhered to in accordance with the Customers standard vehicle rating.

4.1.5 All related bolts should be inspected on a regular basis.

- 4.1.6 Customer should galvanise to protect bar and/or tow bar from rust in a salt water environment.
- 4.1.7 Tow hitch heights should at all relevant times be as close to the normal standards.
- 4.1.8 Kaymar rear bars can not be altered and/or modified in any way, shape or form.
- 4.1.9 Kaymar product must be fitted strictly in accordance with Kaymar fitting instructions.
- 4.1.10 Owner/user fitted items such as padlocks and other non-Kaymar accessories must be suitably restrained so as to not vibrate or cause vehicle damage

#### **Carrier and Jerry Can Holders**

- 4.2 Kaymar 4WD Accessories strongly recommends the following:
  - 4.2.1 Top Bearings including dust cap must be fully greased when installed.
  - 4.2.2 Carrier and Jerry Can Holders should be removed, clean and re-greased, as well as bearings every 12 months.
  - 4.2.3 Vehicle should not be driven with carrier or jerry can holder open and/or locked in open position.
  - 4.2.4 The lock open pin or bracket should be released before closing carrier or jerry can holder.
  - 4.2.5 The tyres must be positioned firmly against the carrier frame.
  - 4.2.6 Carrier with central wheel number plate bracket should ensure the number plate sits against the tyres bottom edge.
  - 4.2.7 All bolts must be inspected on a regular basis.
  - 4.2.8 All Carriers will take up to and including 33" wheels.
  - 4.2.9 Customer should galvanise to protect Carriers from rust in a salt water environment.
  - 4.2.10 Lock tab washers must be hammered down onto bolt head in the topline mount.
  - 4.2.11 Gas strut lock should be open when closing carrier or jerry can holder.
  - 4.2.12 Kaymar product must be fitted strictly in accordance with Kaymar fitting instructions.
  - 4.2.13 Owner/user fitted items such as padlocks and other non-Kaymar accessories must be suitably restrained and padded so as to not vibrate or cause vehicle damage.
  - 4.2.14 Owner fitted accessories into jerry can holders must be padded to protect vehicles with remotely operated gas lift doors.

#### **Telescopic Lights**

- 4.3 Vehicles should not be driven with telescopic lights in "up" position, or be used as a reverse light.

#### **Jack Holders and H/F Aerial Brackets**

- 4.4 Kaymar 4WD Accessories strongly recommends the following
  - 4.4.1 Jack Holder and/or H/F Aerial should be removed when not in use.
  - 4.4.2 Jack Base Section should be fitted firmly against the tyre when fitted to Kaymar carrier.

#### **Exclusion of Liability**

- 4.5 To the extent permitted by law, Kaymar 4WD Accessories' warranty will cease on any Kaymar manufactured product if:
  - 4.5.1 Rust caused by salt water;
  - 4.5.1 Incorrect fitting, installation, or wiring.
  - 4.5.2 Failure to grease bearings.
  - 4.5.3 Failure to maintain and service product.
  - 4.5.4 Corrosion caused by chemicals.
  - 4.5.5 Alteration or tempering by third party.
  - 4.5.6 Colour coding by third party.
  - 4.5.7 Damage to Kaymar product due to faulty LED lights.
  - 4.5.8 Failure to hammer down lock tab washers.
  - 4.5.10 Driving with any carrier open.
  - 4.5.11 Damage caused by owner/user fitted items such as padlocks and other non-Kaymar accessories which have not been suitably restrained so as to not vibrate or cause vehicle damage
  - 4.5.12 Failure or damage to Kaymar products as a result of accident, misuse and abuse of Kaymar products including failure to comply with instructions for the use of products.
  - 4.5.13 For Services provided by Kaymar 4WD Accessories are repaired, altered or overhauled by the Customer or caused to be repaired, altered or overhauled by the Customer without Kaymar 4WD Accessories 's consent, the warranty shall cease and Kaymar 4WD Accessories shall thereafter in no circumstances be liable under the terms of the warranty.