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- In addition to the warranties and conditions implied by law which can not be excluded and subject to our standard trading terms Auto Parts Group Pty Ltd ("the Company") agrees to grant a credit for the price paid by its customer for the types of goods detailed below purchased from the Company if it is proven that: • the goods were not free from defects in material and workmanship in the manufacture of the goods;
 - the terms and conditions below are complied with; and
 - the claim is made by the Company's customer within the following timeframes from the date of the Company's invoice:
 - Shock Absorbers 12 months from date of our invoice or 30,000km from date installed.
 - Shock Absorbers used in above ground mining 3 months from the date of our invoice.

No warranty is expressed where goods are used in vehicles that:

- have been modified from the original specification;
 - are involved in on or off road racing; or
 - are used in underground mining.
- 2. Under this warranty the Company is only liable to grant a credit for the original price of the goods. The Company shall not be liable to pay any other amount including amounts for any consequential, direct, indirect or special loss, damage or injury of any kind whatsoever, including not limited to removal & refitting of the goods.
- 3. In order to make a claim you must:

provide us with a copy of the Company's invoice for the goods as proof of purchase, be the purchaser detailed on the Company's invoice and make the claim within the timeframes specified above for the particular goods from the date of the Company's invoice;
provide the reason for the claim (details of how the express warranty has been breached by defects in material or workmanship in the manufacture of the goods);

• provide proof of breach of the express warranty. If requested by us you must, provide us with a photo to evidence the breach or return the goods to us, at your cost, so we can assess whether there has been a breach; and

• if requested, provide evidence that you have complied with the terms and conditions below relating to use, installation and maintenance of the goods.

- 4. If the credit claim is granted you must destroy the goods if not returned to us.
- 5. The credit claim will not be granted unless the following terms and conditions in relation to use, installation and maintenance of the goods have been complied with:
 - The defect in the goods have risen solely from faulty materials or workmanship in the manufacture of the goods;
 - The goods have not been subject to negligence, misuse, interference or excessive operating conditions.
 - The goods have been installed and handled as specified by the Company or as accepted by the Company as appropriate installation procedures.
- 6. ACL Mandatory wording: "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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."
- 7. The consumer rights under the ACL are limited in circumstances where you do not fall within the meaning of "consumer" in the ACL.

Products returned for warranty assessment must be received by Auto Parts Group within 3 business days of lodging your claim with us (ie. from when you received your return authorisation number). Products received outside of this time frame or without a return authorisation number will not be processed and may be returned to you at your expense.

OUR NATIONAL DC'S & CONTACT DETAILS

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