

DIESELFLASH WHITSUNDAYS, REPAIR AND SERVICE WARRANTY TERMS AND CONDITIONS

Parties and Definitions 1. In these terms and conditions: (a) “the vehicle” means the subject vehicle upon which Dieselflash Whitsundays performs repair works or services. (b) the customer(s), owner(s), custodian(s) or lessee(s) (as the case may be) of the vehicle is/are jointly and severally referred to as “you”. (c) Dieselflash Whitsundays is referred to in this Agreement as “Dieselflash Whitsundays”. This warranty does not exclude your statutory rights

2. The warranty is in addition to and does not alter any non-excludable rights that may be available to you under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law (“ACL”) or any other non-excludable rights that you may have in statute or otherwise in law.

Warranty

3. For the duration of the warranty and subject to the terms set out in this document, Dieselflash Whitsundays warrants that if a defect arises in the parts supplied or repairs/services performed by Dieselflash Whitsundays to the vehicle in the normal and prudent use of the vehicle, Dieselflash Whitsundays will use all reasonable endeavours to repair or cause to be repaired such defects free of charge to you. Duration of Warranty

4. This warranty covers repairs performed and parts fitted by Dieselflash Whitsundays for a period being lesser of: (a) twelve (12) calendar months; or (b) 20,000km (in the case of vehicles fitted with an odometer); or (c) 2,000 hours (in the case of vehicles fitted with an hour meter) (d) in respect of vehicles used in connection with the mining industry, six (6) calendar months, whichever comes first.

5. Claim Procedure - Your responsibilities if you have a problem

6. In the event that a fault, malfunction or defect arises in respect of the vehicle that you consider may have been caused or contributed to by any repair works or services performed or parts supplied by Dieselflash Whitsundays: (a) You must contact Dieselflash Whitsundays promptly to report the fault and make arrangements for the vehicle to be returned to the workshop nominated by Dieselflash Whitsundays for diagnosis (the cost of transportation of your vehicle shall be at your cost unless Dieselflash Whitsundays agrees in writing to pay such cost prior to the vehicle being transported). (b) Upon request, you must provide Dieselflash Whitsundays with a receipt or such other proof of purchase as Dieselflash Whitsundays may reasonably require evidencing the date that the parts and/or services were obtained from Dieselflash Whitsundays. (c) You will not engage any third party workshop to diagnose and/or repair any fault, malfunction or defect unless Dieselflash Whitsundays has first provided you with written authorisation to do so. Except as required by any non excludable statutory obligation, Dieselflash Whitsundays will not be liable for any unapproved diagnostic or repair costs incurred by any third party workshop. (d) Dieselflash Whitsundays will use reasonable endeavours to diagnose the cause of the fault, malfunction or defect as soon as reasonably possible upon the vehicle being returned to Dieselflash Whitsundays nominated workshop. (e)

After diagnosing the cause of the fault, Dieselflash Whitsundays will advise you of whether or not Dieselflash Whitsundays consider that rectification of the fault is covered by this warranty. (f) In the event that Dieselflash Whitsundays determine that the cause of the fault is covered by this warranty, Dieselflash Whitsundays will arrange for the fault to be rectified as expeditiously as possible, having regard to the availability of parts and labour to enable such fault to be rectified. (g) In the event that Dieselflash Whitsundays determine that the cause of the fault is not covered by this warranty, Dieselflash Whitsundays will advise you of such determination and provide you with a quotation to repair the fault. In such instance, if you elect to have Dieselflash Whitsundays proceed to rectify the fault, you undertake to pay the costs of the repairs to Dieselflash Whitsundays.

7. You acknowledge that the continued operation of a vehicle after a problem arises may cause further damage to the vehicle, which may result in the need to carry out increased repair works and increases the potential risk of damage, injury or death arising in connection with the operation of the vehicle. If you notice any preliminary signs of a fault and/or malfunction, you must immediately cease operation of the vehicle and report the fault/malfunction to Dieselflash Whitsundays. To the extent permissible by law, Dieselflash Whitsundays will not be liable for any loss, damage, injury or death that may arise in connection with your failure to comply with this requirement.

Exclusions

8. This warranty only applies to defects in the parts or workmanship in respect of the parts supplied and/or services performed by Dieselflash Whitsundays. 9. To the extent permissible by law, Dieselflash Whitsundays reserves the right to refuse any warranty claim if, Dieselflash Whitsundays reasonably believes that any malfunction, fault or damage has occurred due to any of the circumstances listed below: (a) Operation of the vehicle with insufficient oil or other lubrication; (b) Misuse, abuse, overloading, damage sustained in accidents or due to any deliberate or negligent act or omission of you or any other person except an employee of Dieselflash Whitsundays; (c) Failure to carry out preventative maintenance and scheduled servicing as and when it is due or recommended by the manufacturer of the vehicle (or the manufacturer of the component fitted to the vehicle) or the failure to use genuine parts, filters and the correct specified oils, fluids and other lubricants; (d) Failure to follow any directions and instructions advised by Dieselflash Whitsundays and/or the manufacturer of the vehicle from time to time; (e) Unauthorised repairs, alterations, modifications or dismantling; (f) Failure of any component that Dieselflash Whitsundays has recommended be replaced at the time of carrying out the initial works if, despite such recommendation you have elected not to have such part replaced; (g) A fault or failure of any parts supplied by you or purchased from a third party supplier at your direction; (h) If any tamper evident seal has been removed, broken, altered or damaged without the express prior consent of Dieselflash Whitsundays; and (i) If the vehicle has been written off by any insurance company. Extent of warranty 10. To the extent permissible by law and subject to any rights that you may have under the ACL, the liability of Dieselflash Whitsundays under this warranty shall be limited to (in Dieselflash Whitsundays discretion): (a) refunding the amount paid by you for the provision of the services/supply of the parts; or (b) rectifying the defect, malfunction or fault. 11. To the extent permissible by law, this warranty does not cover: (a) the cost of parts and labour involved in any scheduled maintenance service. (b) wear and tear items that wear out from normal use and deterioration within the warranty duration. 12. This warranty does not cover any incidental or consequential losses, loss of profit, the cost of a hire car or other out of pocket expenses that you may incur in

connection with any fault or defect in the vehicle and/or conducting of repairs to the vehicle. 13. In the event that you have requested Dieselflash Whitsundays to carry out modifications to your vehicle, you acknowledge that such modifications may invalidate any warranty provided by the manufacturer of your vehicle. It is your responsibility to confirm with the manufacturer of your vehicle the impact that any modifications may have on the manufacturer's warranty. 14. This warranty does not cover replacement fluids, filters or lubricants unless their replacement is necessary as a result of part of a warranty service or repair of a component covered by this warranty.

Additional Works

15. If at the time of carrying out warranty repairs, a defect is identified in any other component of your vehicle that is not covered by Dieselflash Whitsundays warranty, you agree that you will pay the cost of any parts and labour in respect of carrying out repairs or replacement of such unrelated parts. Dieselflash Whitsundays will provide you with an estimate of the costs of carrying out such work before proceeding. Interpretation and Governing Law 16. This Agreement is governed by the laws of Queensland and the parties hereby submit to the non-exclusive jurisdiction of the Courts of the State of Queensland and the Commonwealth of Australia. 17. Should any provision of this Agreement be deemed invalid by any Court of competent jurisdiction, then such provision may be severed from this Agreement and the remaining provisions of the Agreement will remain valid and enforceable. 18. This agreement may only be altered by mutual agreement in writing, signed by all parties. 19. If you are not the owner of the vehicle, you warrant that you have the authority to enter into this agreement as an agent of the owner of the vehicle.

Turbocharger Installation Requirements

20. To the extent permissible by law and subject to your rights under the ACL, any warranty in respect of a turbocharger assembly provided by Dieselflash Whitsundays for installation by you (or a third party on your behalf) shall not apply to the extent that any failure or damage is caused or contributed to by your failure to follow the following installation instructions: (a) You must take care to avoid getting any dirt or debris into the turbocharger openings. (b) When installing a turbocharger, you must take all steps to be certain that there is no foreign material in the air cleaner and the ducting to the compressor inlet and the exhaust manifold. You acknowledge that even the smallest foreign object may cause serious damage to the turbocharger. (c) You must inspect the oil drain and supply lines for kinking; clogging; restrictions and other signs of deterioration. (d) You must check that the engine has the required oil pressure and volume of oil supply necessary for the proper operation of the turbocharger. (e) You must fill both the oil inlet and drain with oil and spin the compressor wheel several times to coat the surfaces with oil. (f) If the compressor wheel cannot be freely spun by hand or if there is any indication of rubbing or scraping, you must determine the reason for such issue and resolve it before attempting to start the engine. (g) If the turbocharger requires a realignment to fit, loosen the bolts or v-bands only enough to allow the housings to turn approximately 1 ½ turns. After correct alignment has been achieved, tighten all bolts or v-bands to the required torque and bend over all lock tabs. (h) Check oil level in the engine crankcase. (i) Prime oil filter if it was changed. (j) Before starting engine, crank the engine with the fuel shut off for 10 to 15 seconds or until oil pressure is evident. (k) Start engine and allow to run for at least 3 to 4 minutes before acceleration. (l) Check for oil leaks.

Remapping

Whilst all due care is taken, all tuning is deemed as performance-enhancing work. Upon acceptance of your Job Card and/or Estimate/Quotation/ payment of your Tax Invoice, and commencing work with your booking, you hereinafter agree that Dieselflash Whitsundays accept no liability for accelerated wear or damages to any and all powertrain and driveline assemblies/components that may occur or arise from performance-enhancing work. Aftermarket components and tuning are not deemed to be ADR79/04 and/or emissions compliant unless distinctly specified as such. Dieselflash Whitsundays accept no liability for any non-ADR approved components installed, and at a clients' request for such components. You agree that Dieselflash Whitsundays accept no liability for the installation of performance applications and/or components that are intended for closed circuit competition, offroad or non-highway use. You hereby agree that you as the owner/operator of the above-mentioned vehicle are solely responsible for the lawful use of a compliant motor vehicle on public roads and agree that Dieselflash Whitsundays accept no liability for any misuse of any vehicle fitted with such components that may be contrary to any federal, state or local laws. I hereby understand that a digital signature may also be accepted under some circumstances of which my vehicle is deemed as work in progress and cannot be present to hand sign this document.

Dieselflash Whitsundays recommends reading the PDS issued by your insurance provider. Some policies void insurance coverage in the event of performance-enhancing work and/or the vehicle is found to be non-ADR compliant due to altered calibrations, performance enhancing components and/or higher-than-ADR compliant performance output.

Dieselflash Whitsundays | office@dieselflashwhitsundays.com.au

0419524131

1/17 Horsford Place, Proserpine, Qld. 4800

Dieselflash Whitsundays Pty. Ltd. | ABN 95 654 276 963

