

DIESELFLASH WHITSUNDAYS

REPAIR, SERVICE, PARTS AND PERFORMANCE WARRANTY TERMS AND CONDITIONS

1. Parties and Definitions

1.1 In these terms and conditions:

- (a) “vehicle” means the vehicle, engine, machinery, equipment or component upon which Dieselflash Whitsundays performs services, repairs, tuning, modifications or supplies parts.
- (b) “customer”, “you” or “your” means the owner, operator, custodian, lessee or person requesting the services and includes their employees, agents and representatives.
- (c) “Dieselflash Whitsundays”, “we”, “our” or “us” means Dieselflash Whitsundays.

2. Australian Consumer Law

- 2.1 Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the *Competition and Consumer Act 2010* (Cth), the Australian Consumer Law (“ACL”) or any other applicable legislation.
- 2.2 Our goods and services come with guarantees that cannot be excluded under the ACL. 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 goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

3. Warranty Coverage

- 3.1 Subject to these Terms and Conditions, Dieselflash Whitsundays warrants that repairs, services and parts supplied by us will be free from defects in workmanship and materials during the applicable warranty period.
- 3.2 This warranty applies only to the specific parts supplied and work performed by Dieselflash Whitsundays and does not extend to unrelated components, systems or assemblies unless expressly stated in writing.
- 3.3 Where a valid warranty claim is accepted, Dieselflash Whitsundays may, at its discretion and subject to the ACL:

- (a) Repair the defect;
- (b) Replace the defective part;
- (c) Re-perform the services; or
- (d) Refund the amount paid for the defective goods or services.

4. Warranty Period

4.1 Unless otherwise agreed in writing, warranty coverage applies for the earlier of:

- (a) twelve (12) months from completion of the works;
- (b) 20,000 kilometres travelled;
- (c) 2,000 operating hours; or
- (d) for vehicles and equipment used in mining operations, six (6) months.

5. Customer Responsibilities

5.1 To maintain warranty coverage, you must:

- (a) operate the vehicle in a normal and prudent manner;
- (b) follow all manufacturer servicing and maintenance schedules;
- (c) use the correct oils, lubricants, coolants and fluids specified by the manufacturer;
- (d) retain servicing and maintenance records;
- (e) promptly address warning lights, fault codes and abnormal operating conditions;
- (f) immediately cease operation of the vehicle if any fault, overheating event, low oil pressure warning, abnormal noise or malfunction becomes apparent; and
- (g) comply with all instructions provided by Dieselflash Whitsundays.

5.2 Continued operation of the vehicle after a fault becomes apparent may void warranty coverage.

6. Warranty Claim Procedure

6.1 If you believe a fault may be covered under warranty, you must notify Dieselflash Whitsundays as soon as reasonably practicable and no later than within fourteen (14) days of becoming aware of the issue.

6.2 The vehicle must be made available for inspection at a workshop nominated by Dieselflash Whitsundays.

6.3 Transportation, towing and recovery costs are your responsibility unless otherwise agreed in writing.

- 6.4 You must provide proof of purchase, invoices and any maintenance records reasonably requested.
- 6.5 You must not authorise or permit any third party to dismantle, diagnose, repair or modify the vehicle without our prior written consent.
- 6.6 Dieselflash Whitsundays must be given a reasonable opportunity to inspect, diagnose and rectify the alleged defect.
- 6.7 We will advise whether the claim is accepted or rejected following inspection and diagnosis.

7. Warranty Exclusions

- 7.1 To the fullest extent permitted by law, warranty coverage does not apply where the failure, defect or damage arises wholly or partly from:
 - (a) misuse, abuse, neglect or improper operation;
 - (b) overloading or exceeding manufacturer specifications;
 - (c) accident, collision or impact damage;
 - (d) racing, competition, motorsport or performance testing;
 - (e) towing or carrying loads beyond manufacturer limits;
 - (f) overheating;
 - (g) insufficient lubrication;
 - (h) contaminated oil, fuel, coolant or other fluids;
 - (i) water ingress, dust ingress, corrosion, rust or environmental contamination;
 - (j) flood, storm, fire or natural disaster;
 - (k) failure to carry out recommended maintenance;
 - (l) use of incorrect oils, fluids or filters;
 - (m) use of non-genuine or unsuitable replacement parts;
 - (n) unauthorised repairs, alterations or modifications;
 - (o) faults existing before our repairs were performed;
 - (p) normal wear and tear;
 - (q) customer-supplied parts;
 - (r) electrical faults unrelated to the repaired component;
 - (s) failure of unrelated components;
 - (t) tampering with any seals, calibrations or security measures; or
 - (u) any act or omission of a third party.
- 7.2 Warranty coverage may be refused if service records are unavailable or insufficient to demonstrate proper maintenance.

8. Customer Supplied Parts

- 8.1 No warranty is provided on customer-supplied parts.

8.2 Labour associated with removal, diagnosis, replacement or rectification of customer-supplied parts remains chargeable.

9. Third Party Manufacturer Warranties

9.1 Certain parts supplied by Dieselflash Whitsundays may be covered by separate manufacturer warranties.

9.2 Where applicable, warranty claims may be referred to the manufacturer for assessment and determination.

10. Road Testing and Diagnostics

10.1 You authorise Dieselflash Whitsundays to operate, road test, dyno test and otherwise use the vehicle as reasonably necessary for diagnosis, testing, repair, tuning and quality assurance purposes.

11. Quotations and Additional Work

11.1 Quotations are estimates only unless expressly stated otherwise.

11.2 Additional faults may be discovered during diagnosis or repair.

11.3 Where reasonably practicable, customer approval will be obtained before additional chargeable work is performed.

12. Limitation of Liability

12.1 Subject to the ACL, Dieselflash Whitsundays shall not be liable for:

- (a) loss of use of the vehicle;
- (b) towing or recovery costs;
- (c) accommodation expenses;
- (d) hire vehicle expenses;
- (e) loss of income;
- (f) loss of profit;
- (g) business interruption;
- (h) downtime costs;
- (i) loss of contracts; or
- (j) any indirect, consequential or special loss,

12.2 Subject to the ACL, our liability is limited to the remedies set out in clause 3 of these terms and conditions.

13. Performance Tuning, Remapping and Modifications

- 13.1 Performance tuning, remapping and aftermarket modifications are performance enhancing services undertaken at the customer's request and risk.
- 13.2 Such modifications may:
- (a) affect vehicle reliability;
 - (b) accelerate wear of engine, transmission and driveline components;
 - (c) void manufacturer warranties;
 - (d) affect insurance coverage;
 - (e) affect ADR or emissions compliance.
- 13.3 Dieselflash Whitsundays makes no representation or warranty regarding any specific power, torque, fuel economy or performance outcome.
- 13.4 The owner is solely responsible for ensuring the vehicle remains compliant with all applicable laws.
- 13.5 Dieselflash Whitsundays accepts no responsibility for the legality of modified vehicles operated on public roads.

14. Turbocharger Warranty Conditions

- 14.1 Warranty on turbochargers supplied for installation by others is conditional upon compliance with all installation instructions supplied by Dieselflash Whitsundays.
- 14.2 Warranty may be void if:
- (a) oil supply or return lines are contaminated or restricted;
 - (b) contaminated intercoolers are not cleaned or replaced;
 - (c) foreign objects enter the turbocharger;
 - (d) inadequate oil pressure exists;
 - (e) damaged air intake components are reused; or
 - (f) installation instructions are not strictly followed.

15. Repairer's Lien, Retention of Possession and Recovery Costs

15.1 Repairer's Lien

The customer acknowledges and agrees that Dieselflash Whitsundays has a repairer's lien and a contractual right to retain possession of the vehicle and any associated keys, accessories, components, documentation and personal property delivered with the vehicle until all amounts owing to Dieselflash Whitsundays have been paid in full.

15.2 Amounts Secured

The lien secures payment of all amounts owing by the customer to Dieselflash Whitsundays, including but not limited to:

- (a) repair, servicing and labour charges;
- (b) diagnostic and inspection charges;
- (c) parts and materials supplied;
- (d) freight, towing and transport costs;
- (e) storage charges;
- (f) administration fees;
- (g) interest payable under these terms and conditions;
- (h) legal costs on a solicitor and own client basis; and
- (i) all other amounts owing in connection with the vehicle.

15.3 **Right to Retain Possession**

Dieselflash Whitsundays may refuse to release the vehicle until all outstanding amounts have been paid in cleared funds.

The customer acknowledges that the withholding of possession of the vehicle pursuant to this clause does not constitute conversation, trespass, detainee or any other wrongful interference with property.

15.4 **Storage Charges**

Where the vehicle is ready for collection and remains uncollected for more than seven (7) days after notification that the vehicle is available for collection, Dieselflash Whitsundays may charge reasonable storage fees.

Storage fees may accrue daily until:

- (a) all outstanding amounts have been paid; and
- (b) the vehicle is collected.

15.5 **Abandoned Vehicles**

If:

- (a) the customer fails to pay outstanding amounts owing;
- (b) the customer fails to collect the vehicle; or
- (c) Dieselflash Whitsundays is unable, after reasonable efforts, to contact the customer,

for a period exceeding six (6) months after completion of the works or demand for payment, the customer authorises Dieselflash Whitsundays to exercise any rights available at law in relation to abandoned goods, including under any applicable Queensland legislation.

15.6 Sale of Vehicle

To the extent permitted by law, where the customer fails to discharge all outstanding amounts within six (6) months after written demand, Dieselflash Whitsundays may take such steps as are available under applicable legislation or common law to recover the debt, including applying for authority to sell or otherwise dispose of the vehicle, after providing notice to the customer of our intention to do so.

The proceeds of any sale may be applied in the following order:

- (a) costs associated with storage, recovery and sale;
- (b) legal costs and enforcement expenses;
- (c) all monies owing to Dieselflash Whitsundays; and
- (d) any surplus in accordance with the applicable law.

15.7 Recovery Costs

The customer indemnifies Dieselflash Whitsundays against all reasonable costs, expenses and disbursements incurred in covering outstanding amounts, including debt collection agency fees, repossession costs, storage costs and legal costs on a solicitor and own client basis.

15.8 No Obligation to Release Vehicle

Dieselflash Whitsundays shall not be required to release the vehicle merely because the customer disputes part of an invoice where a bona fide debt remains owing.

15.9 Survival

This clause survives completion of the works, termination of the parties' relationship and payment of individual invoices until all amounts owing to Dieselflash Whitsundays have been paid in full.

16. Governing Law

16.1 These terms and conditions are governed by the laws of Queensland.

16.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia.

17. Severability

17.1 If any provision is held to be invalid or unenforceable, the remaining provisions continue in full force and effect.

18. Authority

18.1 If you are not the registered owner of the vehicle, you warrant that you have authority to bind the owner to these terms and conditions.

Dieselflash Whitsundays – office@dieselflashwhitsundays.com.au

0419 524 131

1/17 Horsford Place, Proserpine QLD 4800

Inverlair Tropical Enterprises Pty Ltd A.C.N 654 276 963 trading as Dieselflash Whitsundays ABN 95 654 276 963

