



WARRANTY

GOODS PURCHASED AFTER 01/01/18

“Our goods come with guarantees that cannot be excluded under the Australian Customer 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 fail to be of acceptable quality and the failure does not amount to a major failure”

1. This document provides warranty information about defective or damaged components (**Components**) either purchased directly from Cruisemaster Australia Pty Ltd ACN 010 033 762 (**CM**) by consumers (**Consumers**), or from dealers (**Dealers**), manufacturers (**Manufacturers**) or repairers (**Repairers**) that have subsequently embodied a Component in a Caravan purchased by an end user (**End User**). Consumers and End Users are collectively referred to as owners (**Owners**). Terms that are shown in bold in this Warranty Card have defined meanings. The term caravan (**Caravan**) is used to denote a caravan, camper trailer or other towed vehicle.
2. CM provides the warranties to Owners as contained in this Warranty Card.

Scope of Warranty

1. CM warrants that, subject to the exclusions and limitations contained herein, all Components it supplies will be:
 - A. free from substantial defects in materials and workmanship; and
 - B. free from manufacturing defects;for the periods of time (**Warranty Period**) provided below.
2. If a Component becomes defective or damaged due to a manufacturing defect during the Warranty Period, CM will, at its discretion:
 - A. repair or replace the defective or damaged Component; or
 - B. cause the repair or replacement to be made.
3. CM may cause the defective or damaged Component to be replaced with parts and Components of a similar quality where an identical part is no longer available.
4. In replacing the defective or damaged Component, CM may use refurbished Components of the same or similar type rather than replacing the defective or damaged Component with a new one.
5. CM may use the parts from refurbished Components to repair a defective or damaged Component.

Warranty period

1. For Consumers who purchase Components directly from CM, the Warranty Period is **thirty-six (36)** months from the date of purchase as shown on the invoice:
2. For End Users:
 - a. who purchase Components incorporated in a Caravan, the Warranty Period is **thirty-six (36)** months from the date shown on the invoice from the Dealer or Manufacturer.

- b. who purchased a Component that a Repairer utilised in an existing Caravan, the Warranty Period is **thirty-six (36)** months from the date on the Repairer's invoice.

Obligations of CM

1. To provide (on request) information, to allow Manufacturers, Dealers, Repairers, and Owners to help determine the suitability and fitness for purpose of any particular Component.
2. To provide clear installation drawings and respective Consumer Information Sheets to enable Components to be installed correctly.
3. To provide information to an Owner (via the Manufacturer, Dealer, Repairer or VC's website) outlining basic usage and maintenance requirements for the Component.
4. To pass on the details of any products not manufactured by CM (**Products**), which CM supplied, that are embodied in a Component, where the benefit of any warranty must be passed on to the Owner.

Obligations of Manufacturers, Dealers and Repairers

1. To fit the Component in accordance with installation drawings and Consumer Information Sheets supplied by CM.
2. To contact CM if there is any question as to the installation or appropriateness of a Component before its installation.
3. To affix any identification plates supplied by CM and pass on any material intended for the Owner.
4. To ensure that the Component is suitable for the Caravan it will be attached to as described in the initial specification and in the finished Caravan as a whole, considering its anticipated use.
5. If the Component is, or includes:
 - a. a suspension system, ensuring that the suspension/chassis interface is sufficient.
 - b. an axle or stub, ensuring that any wheel that is fitted to the axle or stub is suitable and uses wheel nuts supplied by CM, or wheel nuts supplied elsewhere, are otherwise compatible with both the type of wheel, wheel stud and locating taper of the wheel.
6. To take into account any location requirements of the wheel, such as spigots and the relative size of the machined portion of the axle hub or brake compared to the wheel mounting face.
7. To ensure that the wheel alignment (toe-in and camber) of the Caravan is satisfactory for the Caravan and tyre combination prior to dispatch. CM recommends records be kept of these figures.
8. To provide the Owner with any information supplied by CM regarding basic usage and maintenance requirements for the Component.
9. To understand the specifications and capability of the Component and not mislead Owners about the likely performance of the Component.

Exclusions

1. The warranties contained in this Warranty Card do not apply where:
 - a. CM did not manufacture the damaged Component;
 - b. the damage or defect has occurred:
 - i. because of the failure of the Manufacturer, Dealer, Repairer, Consumer or End User failing to properly use and maintain the Component in accordance with VC's instructions, recommendations and specifications, including applicable maintenance schedules and timeframes as provided in any Customer Information Sheet.

- ii. as a result of an accident, collision, abuse, excessive speed, hard impact, corrosion, normal wear and tear, neglect, water damage, improper maintenance, improper installation (where CM has not installed the Component), misalignment, improper wheel nut torque, bearing failure, hub imbalance or any damage caused by alteration or overloading;
 - iii. as a result of the Component being used other than for the purpose for which it was designed;
 - iv. as a result of unauthorised parts or accessories being used in relation to the Component (where CM has not installed the Component); or
 - v. as a result of the Manufacturer, Dealer, Repairer, Consumer or End User not complying with their obligations contained in this Warranty Card;
- c. the damage or defect to the Component has been caused by or related to any alteration to the Component;
 - d. the damage or defect to a Component has been caused by leaks from an air system or incorrect running height setting;
 - e. the Component has been subject to abnormal conditions including, but not limited to, environmental conditions, temperature, water, fire, humidity or stress;
 - f. the Component has been repaired, altered or modified by an unauthorised repair agent;
 - g. the Component is an axle (or axles) or a suspension system and the damage or defect is caused by a shock absorber fading, overheating or failing;
 - h. the damage or defect in the Component is limited to the cosmetic finish of the Component or the parts of the Caravan where the Component is placed; or
 - i. after testing by CM, it is determined that the Component is not defective.

Warranty procedure

1. Owners must contact CM, the Manufacturer, Dealer or Repairer where the Component was purchased to make a warranty claim:
 - a. as soon as practical after the defect or damage becomes apparent; and
 - b. prior to having the Component repaired or replaced.
2. Owners may be requested to supply:
 - a. proof that they purchased the Component, when it was purchased and who it was purchased from;
 - b. photographs of the defect or damage to the Component;
 - c. maintenance records;
 - d. Caravan usage; and
 - e. loading details.

prior to any warranty claim being considered by CM.
3. Owners are responsible for delivering Caravans (or the Components) to CM or VC's authorised service centre as directed at their own cost.
4. If, after inspection and testing there is no damage or defect found in the Component, the Owner will be responsible for payment of any reasonable fees associated with evaluating and testing the Component incurred by CM.

Limitation of liability

1. Except as required under the Australian Consumer Law, CM:
 - a. will not be liable for any consequential, indirect, or incidental costs or damages, including loss of use or any other damages of any type arising out of a defective or damaged Component or for technical advice or assistance given or rendered by CM in connection with the manufacture, construction or supply of Components;
 - b. will not be liable for any consequential, indirect, or incidental costs or damages for any errors or mistakes in information that CM has supplied to Manufacturers, Dealer or Repairers that has subsequently passed on to the End Users;
 - c. will not be liable for any consequential, indirect or incidental costs or damages whatsoever arising out of the use or inability to use a Component, even if CM have been advised of the possibility of such damage or if such damage is foreseeable; and
 - d. is not liable for any consequential losses of Owners, including, but not limited to, accommodation costs, loss of time, opportunity and incidental costs associated with claiming the benefit of this warranty.
2. The warranties in this Warranty Card:
 - a. extend only to Owners of Components; and
 - b. are in lieu of all other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for purpose, which are expressly disclaimed (unless this is not permissible under the Australian Consumer Law).
3. CM does not assume responsibility for any promises, warranties, or representations made by Dealers, Manufacturers or Resellers beyond those expressed in this document or contained in the Australian Consumer Law.