

**Gibbs Clutch Service Pty Ltd** trading as  
**Carter's Clutch & Brake Service**  
**Warranty Policy – Terms & Conditions**

**Warranty**

This warranty applies to new products sold by and installation or repair work undertaken at Carter's Clutch & Brake Service locations across Australia.

This warranty is provided to all Customer's who purchase products or services from Carter's Clutch & Brake Service in Australia.

Carter's Clutch & Brake Service warrants to:

- repair or replace all new products if such products are faulty or defective in manufacture or materials during the relevant product warranty period; and/or
- rectify all installation and repair work if such installation and repair work is faulty, incomplete or is not undertaken in accordance with the scope of work as agreed by Carter's Clutch & Brake Service (refer job card).

Repair or replacement under this warranty does not extend to repair or replacement, or any cost of replacement, of consumables or accessories incorporated into or supplied with the products. This warranty only covers repair or replacement of the defective products.

**Warranty Periods**

The warranty period for all new products are in accordance with the manufacturers warranty as stated on the original labelling or packaging of the product, or twelve (12) months, whichever is greater.

The warranty period for any product installation, product repair or vehicle repair is twelve (12) months or 20,000km, whichever comes first.

In each case, the warranty period is effective from the date of purchase of the product or repair.

**Warranty Conditions**

This warranty is subject to the following conditions:

- This warranty is not transferable to any other Customer.
- Where a product or part thereof is replaced or repaired under this warranty, the balance of the original warranty will apply. The replacement product does not carry a new warranty.
- This warranty does not extend to any products that have been completely or partially disassembled.
- This warranty will only cover the labour component of a claim where the labour hours claimed are in accordance with the Motor Trades Association Times Guide for the product. Labour rates will be covered in accordance with the Industry Award Rate.
- This warranty will not apply to a defect or fault to the extent to which it arises:
  - a) due to operation, use, maintenance, storage, handling or installation of the products otherwise than in accordance with instructions provided for the products by Carter's Clutch & Brake Service or the manufacturer of the products or without reasonable care;
  - b) due to accidental damage or to use of the products for a purpose or in environmental conditions for which the products were not designed or sold, or use of the products outside the specified or normal operating ranges for such products;
  - c) as a result of changes which occur in the condition or operational qualities of the products due to climate or other environmental influence, foreign material contamination or water entry or as a result of exposure to excessive heat or solvents;
  - d) where the vehicle in which the product has been fitted or repaired has not been used normally for its intended purpose and in accordance with manufacturer's guidelines, and has not been properly maintained;
  - e) where incorrect or contaminated fuels, additives, lubricants or coolants have been used or if the vehicle has been used in any motor sport competition or trial;
  - f) if damage has been proven to be caused by driver abuse or fitting error;

- g) from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the products (for example, hydraulic parts) or where the damage is only to surface coating, varnish or enamel;
  - h) as a result of fitting, repairs, alterations or modifications to the product which have been performed by an unknown third party, unauthorised automotive workshop or unqualified person;
  - i) from any outside interference with the work carried out by Carter's Clutch & Brake Service;
  - j) from the use of any spare parts not manufactured, sold or approved by Carter's Clutch & Brake Service in connection with the repair or replacement of product, or
  - k) as a result of any other defective or malfunctioning parts in the vehicle in which the product has been installed.
- Warranty claims cannot be processed until Carters Clutch & Brake receive the defective parts and diagnose the reason for failure. If replacement parts are required urgently (before defective parts can be returned) they must be paid for in advance. Reimbursement will be made if claim proven.
  - All returned products must be packaged suitably to withstand "normal" transit conditions by a third party to ensure transit damage is avoided. Products do not have to be returned in their original packaging.
  - Wrong deliveries, incorrect or damaged packing and transit damage claims are not warranty claims. Such cases should be directed to Carter's Clutch & Brake Service Customer Service on 02 4933 3960.
  - Any claim made under this warranty must meet the requirements set out below in the "How to Make a Warranty Claim" section.

### **How to Make a Warranty Claim**

If a product fails within the warranty period, the Customer must stop fitting or using the product or the vehicle in which the product is installed (as the case may be) until the product or vehicle is returned or made available for assessment.

The product must be returned to either the original place of purchase or to any of Carter's Clutch & Brake Service trading locations for assessment before the end of the Warranty Period.

Where this is not practicable, or further warranty support is required, please call Carter's Clutch & Brake Service on 02 4933 3960.

In all cases, the Customer must provide proof of purchase and any other details or evidence reasonably requested by Carter's Clutch & Brake Service to substantiate the warranty claim.

### **Costs of Submitting a Warranty Claim**

In respect of valid claims under this warranty, the Customer will not be charged for costs associated with making a warranty claim, including warranty processing costs, the cost of replacement parts or freight.

Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this warranty may be sought from Carter's Clutch & Brake Service. To enquire how to make a claim for reimbursement for costs incurred in submitting a warranty claim, please call 02 4933 3960. Documentary evidence in support of such claim will be required.

In respect of invalid claims under this voluntary warranty, Carter's Clutch & Brake Service will not be liable for the Customer's costs in making the warranty claim, including transport or return freight.

### **Deadlines for Submitting Warranty Claims**

Carter's Clutch & Brake Service aim to rectify genuine quality problems as a priority. This is generally achieved by investigating why defective products have failed and by introducing immediate corrective action measures to prevent re-occurring warranty failures. It is therefore critical that all warranty claims are promptly submitted to Carter's Clutch & Brake Service by the end of the warranty period and that returns are made no later than 30 days after becoming aware of any defect or in order to assist Carter's Clutch & Brake Service to maintain its strict quality controls.

### **Consumer Protection**

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.