



SECONDHAND MOTORS (NOT RECONDITIONED) WARRANTY TERMS AND CONDITIONS

.....(the 'Customer') agrees to purchase the second-hand motor (not Reconditioned) (the 'Product') from...**SALISBURY WRECKING PTY LTD**....(the 'Business') in accordance with the following terms and conditions (the 'Warranty'):

GENERAL

1. The Customer acknowledges that the Product is pre-used.
2. Except as otherwise prescribed by applicable Commonwealth and / or State legislation the Warranty is limited to the repair or replacement of the Product (the 'Warranty Work') or the cost of the Warranty Work.
3. To the extent permitted by law, the Business is not liable for any loss or damages arising out of the defective Product, including but not limited to labour costs, transport charges, demurrage or downtime, loss of profits and consequential damages.
4. Risk passes to the Customer once the Product leaves the Business' premises. The Customer is responsible for any necessary freight or insurance.
5. The Business does not guarantee an exact Product installation.
 - 5.1. Where the Product is purchased without installation, the Customer is responsible for inspecting the sump shape prior to installing the Product and adjust the manifold and / or any other parts as necessary.
 - 5.2. In addition to Clause 5, the Customer must install the Product as follows:
 - (a) Change the oil and filter;
 - (b) Install a new thermostat;
 - (c) Remove the radiator, remove and clean the top tank and recore where necessary;
 - (d) Add correct inhibitor to the coolant system;
 - (e) Renew the radiator heater and by-pass hose if these are not in serviceable condition;
 - (f) Inspect and change the rear main seal if necessary; and
 - (g) Ensure that the Product, thermo/viscus fans and any ancillary equipment used are function and / or adjusted in accordance with the manufacturer's specification.
 - 5.3. The Business recommends for the Product to be installed by a qualified mechanic or installer.
6. In the event of a dispute, the Customer and Business will agree on a third party (e.g., RACQ or MTAQ accredited engineer) who will assist in adjudicating the claim. The cost associated with this adjudication is to be paid by the Customer.

WARRANTY CLAIM

7. The Customer may make a claim subject to the Warranty (the 'Warranty Claim').
8. The Warranty is only available to the Customer and is not transferable to a third party. The Customer can only make a Warranty Claim from the date of the purchase invoice until **90 days** (inclusive).
 - 8.1. The Business reserves the right to reject the Warranty Claim if the Customer is unable to produce a copy of the purchase invoice.
9. Upon noticing any defects in the Product, if the Customer wishes to make a Warranty Claim it must immediately cease operation of the Product and notify the Business of Such defects and circumstances surrounding the discovery of the defect.
 - 9.1 Consequential damages caused by the Customer's failure to comply with Clause 9 above are not covered by the Warranty.

10. The Customer must give the Business the opportunity to inspect the Product prior to any Warranty Work being undertaken. Any freight cost associated with this is to be paid by the Customer.
11. If the Warranty Claim is accepted, the period within which the Warranty Work is performed is at the reasonable discretion of the Business. It is also at the reasonable discretion of the Business which components and / or parts (including second-hand ones) are used for the Warranty Work.
12. If the Business rejects a Warranty Claim pursuant to Clauses 13 to 19, the Business may request reimbursement from the Customer for reasonable expenses incurred in considering the Warranty Claim including the labour costs for dismantling and inspecting the Product.
 - 12.1. Where a request is made under Clause 12, the business will not release the Product until it has received payment by way of cleared funds. The Business may charge reasonable storage if the Product is left with the Business as a result of the Customer's failure to pay in accordance with this Clause.

EXCLUSIONS

13. Where the Product is sold without installation, the Warranty does not cover the labour costs associated with the installation and / or the dismantling of the Product.
14. The Warranty does not cover Products which are modified or which are for competition purposes.
15. Where the Customer examines the Product prior to the purchase, any defects, which are discovered or should reasonably be discovered by such an examination, are not covered by the Warranty.
16. The Warranty is void if the Product becomes defective by reason of any of the following:-
 - (a) any tampering, repairs, alterations or dismantling of the Product without the prior written consent of the Business;
 - (b) misuse of the Product including but not limited to overloading and over-revving;
 - (c) improper application of the Product;
 - (d) installation of the Product otherwise than in accordance with Clause 5;
 - (e) inadequate or insufficient maintenance and servicing including but not limited to the use of incorrect oils and lubricants and a failure to maintain at the correct coolant levels;
 - (f) overheating caused by a faulty radiator; and
 - (g) accident or negligence of the Customer or any third party.
17. If the Customer wishes for a third party to carry out Warranty Work it must obtain a quote for the Warranty Work and forward the quote to the Business for written approval. The Business must not unreasonably withhold approval.
 - 17.1. Failure by the Customer to comply with Clause 17 above will render the Warranty void at the Business' discretion.
18. The Product is sold with a heat tab fitted and any tampering or removal of the heat tab will render the Warranty void at the Business' discretion.
19. The Customer is responsible for the servicing of the radiator by a qualified serviceman and the Business may decline a Warranty Claim if the Customer cannot render a copy of the service invoice upon request.
20. The components listed under subclause 20(3) which are sold with the Product (the 'Accessories') are left on the Product for convenience and testing purposes only and are not subject to the Warranty.
 - 20.1. It is the sole responsibility of the Customer to thoroughly inspect the Accessories and replace them where necessary and to ensure that they are in good working condition.
 - 20.2. Any damages resulting from faulty or malfunctioning Accessories are not covered by the Warranty.
 - 20.3. The Accessories include the following:

<ol style="list-style-type: none"> (a) overhead camshaft drive belt; (b) manifolds; (c) carburetor; (d) fuel injection; (e) water and fuel pumps; (f) turbochargers; (g) alternators; (h) starter motor; (i) any other components not part of the Product. 	<ol style="list-style-type: none"> (j) fan belts; (k) timing belts; (l) thermostats and housing; (m) oil and temperature switches; (n) distributor; (o) harmonic balancer; (p) flywheels; and
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