



P.O. Box 4262 Alice Springs NT 0871
Ph 1800 239 937 Fax (08)89 52 4715
A.B.N.:81 670 584 242

WARRANTY TERMS AND CONDITIONS
applicable to
SECOND/HAND DIFF

IMPORTANT
READ BEFORE FITTING!

If you are the owner and/or the fitter of this differential you cannot afford to overlook the contents of this leaflet.

THIS WARRANTY COVERS - Your second hand differential against defect providing that all conditions listed on page 3 are met and the warranty validation form is returned complete upon installation.

WARNING: - All claims will require detailed invoices/receipts proving that all conditions were met at the time of installation and all servicing was carried out according to manufacturers specifications. Failure to produce these detailed invoices/receipts on demand will void any warranty entitlement.

Warranty is not transferable and is applicable to the original purchaser only.

CAR, COMMERCIAL & 4WD VEHICLES:- The differential assembly for a period of 3 months/5000km kilometres, whichever comes first commencing from the invoice date.

TAXI, PRIVATE or COMMERCIAL HIRE VEHICLES:- The differential assembly for a period of 1 month/1000 kilometres, whichever comes first commencing from the invoice date.

ANCILLARY EQUIPMENT -

WARRANTY PERIOD AND CONDITIONS AS FOLLOWS:-

1) **GENERAL ANCILLARIES SUPPLIED with DIFFERENTIAL:-** 3 months warranty. eg:- Housing, flanges.

WARNING - a) The warranty is subject to inherent fault. b) Limited to replacement only and does not cover labour charges to replace any of these items if they become defective. c) If any of these items require changing at the time of differential installation due to a different in specification to the previous differential, and the ancillaries off the previous differential are damaged and cannot be used MOTORmotion is not responsible to supply or replace the specification of the ancillaries required. d) If any such changes are required they are to occur at the owner's/fitter's expense regardless of circumstance or verbal representation.

2) **ANCILLARIES NOT WARRANTED:-** Switches, brake components, mounts and brackets.

WARNING- These items if left on the differential are to use at your own risk or replace accordingly.

3) OIL LEAKAGE:- Covers external oil seals and gasket from excessive oil leaks at the time of engine installation over the initial start up period only, limited to replacement seals or gaskets only and does not cover labour charges to replace any of these items if they are defective.

NOTE:- It is highly recommended that all oil seals/gaskets etc., are replaced prior to the unit being fitted to the vehicle.

THIS WARRANTY DOES NOT COVER:-

- A) Any labour costs
- B) A differential overheated or which has been run low or without oil.
- C) Damage to the differential as a consequence of it being operated with a fault. It is the operator's responsibility to shut down the vehicle immediately upon any indication of malfunction (e.g. noise or oil leakage).
- D) Unauthorised repairs.
- E) Transit damage.
- F) A differential which has been fitted behind an engine that has been modified, changed or turbocharged to achieve more horsepower/torque over the factory/OEM specified output of the original engine.
- G) Damage to the differential caused by faulty ancillary equipment.
- H) A differential which has been overloaded, or not serviced in accordance with manufacturer's and/or reconditioner's service intervals.
- I) Towing, accommodation or travelling time expenses.
- J) Normal wear & tear.
- K) Any electrical items/solenoids on or within the differential.
- L) A differential which has not been fitted in accordance with the fitting requirements as listed on page 3.

**IF YOU ARE NOT PREPARED TO CARRY
OUT THE MINIMUM FITTING
REQUIREMENTS AS LISTED ON PAGE 3
DO NOT FIT THE DIFFERENTIAL.**

Return the unit to the point of purchase, a refund will be arranged (conditions apply).

THE FOLLOWING FITTING REQUIREMENTS ARE COMPULSORY TO VALIDATE YOUR WARRANTY

- 1) The second hand differential which you have purchased has been assembled to a set configuration. Compare the reconditioned differential to your old differential as there may be differences in housing or shift mechanism etc. MOTORMotion cannot guarantee that the differential supplied will be identical in every aspect to your old differential.
BE WARNED:- If any of these changes are required they are to occur at your own expense regardless of circumstance or verbal representation.
- 2) Oil - Correct oil type must be used in accordance with manufacturer specifications unless otherwise specified.
- 3) GENERAL WARNING - Check tightness of sump plug, switches, and all external oil pressure lines after initial start up and prior to putting the differential to work.
- 4) If the old unit has been requested as an exchange it must be complete and assembled, the unit must be drained of any oil for transport back to MOTORMotion's workshop. IMPORTANT: A) If freight cartage is required to return the exchange unit it is to be at the owners/fitters expense. B) Failure to drain oil from the returned unit prior to shipping will incur disposal costs which will be charged to the owner/fitter.

IN THE EVENT OF A CLAIM FOR WARRANTY IMPORTANT

READ CAREFULLY - UNDERSTAND YOUR RESPONSIBILITIES AND ENTITLEMENTS

In the event of any preliminary signs of malfunction, it is the customers/operators responsibility to cease operation of the vehicle immediately and notify MOTORMotion as soon as possible.

Failure to comply with this condition may result in more serious consequential damage to the differential and will void any warranty entitlement.

- 1) Depending upon the situation and/or the severity of the problem our warranty department reserves the right to inspect the differential in our workshop. If the differential is requested by the warranty department to be returned it is the purchasers responsibility to return the differential freight paid to our production centre for inspection regardless of state where purchased. Until the differential has been inspected by our warranty department and deemed warrantable it

should not be assumed that warranty will be accepted, nor should it be assumed that any costs associated to the removal, return and repair of the differential will be met by MOTORMotion. MOTORMotion reserves the right to have input into the commissioning of any charges associated to inspection, removal and return of the differential prior to any of these works taking place. Once the differential has been returned and has been deemed warrantable by the warranty department, (at the Company's discretion), MOTORMotion will reimburse charges for outside preliminary inspections, removal and return, and charges only which were prior discussed and agreed upon to be reasonable at the time.

2) MOTORMotion must give written or faxed authorisation prior to the commencement of any outside repairs. Labour charges shall be paid at factory times and at an hourly rate stipulated by MOTORMotion.

3) MOTORMotion will supply free of charge all components required to rectify any authorised claims and reserves the right to supply used components in certain circumstances.

4) MOTORMotion will not recognise any warranty claim where any failure or defect is caused by:

- a) The non compliance of our compulsory fitting requirements as outlined on page 3.
- b) The conditions as outlined on page 2.

5) In the event of any claim not being accepted due to any provisions under paragraph 4, the Company reserves the right to recover reasonable out-of-pocket expenses incurred in the towing, freight, dismantling and inspection process, such costs to be reimbursed by the customer prior to delivery of the unit. Cleared funds only will be accepted as payment.

6) In the event of any dispute arising over a claim being declined by our warranty department, a mutually acceptable third party opinion is to be obtained at your expense prior to MOTORMotion reconsidering its position. The third party inspector must be from NRMA, MVRIC, or a recognised establishment and who is a member of the M.S.A.E.. The outcome/findings of the independent third party inspector may not necessarily alter the decision of our warranty department.

7) In the event MOTORMotion declines warranty but is used as the repairer a release form must be signed by the purchaser prior to commencement of repair. Cleared funds only will be accepted as payment.

8) If MOTORMotion instructs or gives authorisation to a warrantable repair being undertaken by an outside repairer the warranty for such work will remain the responsibility of repairer at all times.

9) MOTORMotion will not recognise or be held responsible for towing, travelling time, demurrage/down time, loss of profits or consequential damage or loss.

10) MOTORMotion cannot be held responsible for any implied or verbal representations outside the invoice description of goods sold and warranted.

11) This warranty does not affect the statutory rights of the customer.

12) Warranty registration/validation questionnaire supplied must be completed in full upon installation of the unit and returned within 14 days of invoice date.