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WARRANTY TERMS AND CONDITIONS
applicable to
NEW MANUAL TRANSMISSIONS

IMPORTANT
READ BEFORE FITTING

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

THIS WARRANTY COVERS - Your New transmission against defective workmanship and materials on the basis 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.

PRIVATE PASSENGER VEHICLES:- The transmission assembly for a period of 12 months commencing from the invoice date.

TAXI or PRIVATE HIRE VEHICLES:- The transmission assembly for a period of 3mths/5000 kilometres, whichever comes first commencing from the invoice date.

ANCILLARY EQUIPMENT -

WARRANTY PERIOD AND CONDITIONS AS FOLLOWS:-

- 1) **OIL LEAKS:-** 3 months warranty - covers parts and labour associated with the replacement of faulty oil seals. A parts only warranty is applicable to gaskets which still leak after shrinkage correction. Warranty does not cover oil leaks occurring due to incorrect re-torquing procedures. **WARNING** - Gasket shrinkage may occur due to storage, transit and/or expansion/contraction after initial warm up. Correct gasket shrinkage by re-tightening all covers/housing, sump, bolts and screws etc. after initial warm up.
- 2) **GENERAL ANCILLARIES SUPPLIED ON TRANSMISSION:-** 3 months warranty.
(e.g. bell housing or rear housings, gear shift mechanism). **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 transmission installation due to a different in specification to the previous transmission, and the ancillaries off the previous transmission 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.

3) ANCILLARIES NOT WARRANTED:- Sender/reverse etc. switches, mounts and brackets.

THIS WARRANTY DOES NOT COVER:-

- A) A transmission overheated or which has been run low or without oil.
- B) Damage to the transmission 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, gear shifting fault or oil leakage).
- C) Unauthorised repairs.
- D) Transit damage.
- E) A transmission which has been fitted behind an engine fitted with an after-market turbocharger or modified to obtain additional horsepower.
- F) Damage to the transmission caused by faulty ancillary equipment.
- G) A transmission which has been: overloaded or not serviced in accordance with manufacturer's service intervals.
- H) Towing, accommodation or travelling time expenses.
- I) Normal wear & tear.
- J) Any electrical items/solenoids on or within the transmission.
- K) A transmission 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 TRANSMISSION.**

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 New transmission which you have purchased has been assembled to a set configuration. Compare the re-manufactured transmission to your old transmission as there may be differences in bell housing, rear housing and gear shift mechanism etc. MOTORMotion cannot guarantee that the transmission supplied will be identical in every aspect to your old transmission. 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, sender switches, and all external oil pressure lines after initial start up and prior to putting the transmission 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 owner's/fitter's 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 transmission and will void any warranty entitlement.

- 1) Depending upon the situation and the severity of the problem our warranty department reserves the right to inspect the transmission in our workshop. If the transmission is requested by the warranty department to be returned it is the purchasers responsibility to return the transmission freight paid to our production centre for inspection regardless of state of purchase. Until the transmission 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 transmission 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 transmission prior to any of these works taking place. Once the transmission 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 another recognised establishment and must be 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 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.