

SUBARU GENUINE PARTS & ACCESSORIES WARRANTY AGAINST DEFECTS

This document sets out the Terms and Conditions of the Subaru Genuine Parts & Accessories Warranty provided by Subaru (Aust) Pty Limited (ABN 95 000 312 792) (**Subaru Australia**).

Under the Subaru Genuine Parts & Accessories Warranty, Subaru Australia warrants (subject to the below Terms and Conditions) that if a Subaru Genuine Part or Accessory purchased by a "consumer" (as that term is defined in the Competition and Consumer Act 2010) is found to be defective in factory materials or workmanship within the stated warranty period, it will be repaired, replaced or adjusted by the selling Authorised Subaru Retailer free of charge.

Please note that the Subaru Genuine Parts & Accessories Warranty does NOT cover parts and accessories that are not genuine or that have been acquired at auction or imported into Australia other than by Subaru Australia.

To the extent permitted by law, any consequential, direct or incidental loss or damage is not covered by the Subaru Genuine Parts & Accessories Warranty. Any statutory or other rights or remedies available in connection with a claim for such loss or damage should be pursued separately.

OTHER RIGHTS

The Subaru Genuine Parts & Accessories Warranty applies in addition to the guarantees, rights and remedies conferred by the *Australian Consumer Law* and other applicable Commonwealth, State and Territory legislation. The Subaru Genuine Parts & Accessories Warranty does not exclude, affect or limit those guarantees, rights or remedies, except to the extent that their application may lawfully be excluded or limited.

In particular, 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.

THE WARRANTY PERIOD

The Subaru Genuine Parts & Accessories Warranty period commences on the date of first supply and continues for the following term:

- Subaru Genuine Parts & Accessories purchased at the point of New Vehicle Sale or fitted at the point of first scheduled service by your Authorised Subaru Retailer are warranted for 3 years from the date of first supply.
- Subaru Genuine Parts & Accessories purchased at anytime after the first scheduled service by your Authorised Subaru Retailer are warranted for 2 years from the date of first supply.
- Subaru Genuine Parts & Accessories purchased in all other circumstances are warranted for 12 months from the date of first supply.
- Replacement Subaru Genuine Parts and Accessories fitted by an Authorised Subaru Retailer free of charge during the Subaru New Vehicle Warranty period are warranted for the remainder of the New Vehicle Warranty period, or if fitted after the expiry of the New Vehicle Warranty Period, for 12 months from the date of supply.

WHAT'S NOT COVERED BY THE SUBARU GENUINE PARTS & ACCESSORIES WARRANTY

Repair, replacement and adjustment under the Subaru Genuine Parts & Accessories Warranty are not available for deterioration, defects, faults or failures due to:

- Ordinary wear and tear;

- Wear and tear caused by use of the part, accessory or vehicle to which they are affixed for a purpose or under road or climatic conditions other than for which they were designed, including racing, rallying, speed trialling, hill climbing or similar activities or competitive events;
- negligence, misuse or abuse of the part or accessory or of the vehicle to which they are affixed;
- Accident, impact, fire, theft, illegal use or malicious damage by a third person;
- Modifications or alterations which have not been approved by the manufacturer, or the installation or use of non-genuine parts, accessories, equipment, assemblies or components that are intended to work in conjunction with the genuine part or accessory;
- A failure to have the vehicle to which the part or accessory is affixed serviced in strict accordance with the manufacturer's specifications and recommendations, or a failure to have the part or accessory repaired promptly in accordance with such recommendations following an accident or other damage, or after a defect becomes known or is suspected;
- Use of non-recommended, inappropriate or dirty fuel, oil, fluids, lubricants, coolants, refrigerants or water which are utilised in conjunction with the part or accessory;
- Any work or fitment carried out on the part or accessory by a person other than an Authorised Subaru Retailer;
- A failure to install, use or maintain the part or accessory, in accordance with the manufacturer's instructions or recommendations, or the use of unsuitable agents, eg, unsuitable cleaning agents;
- Environmental conditions, including acid rain, industrial fall-out, salt, sand, stones, tree sap, bark or leaves, bird, animal or insect droppings or other damage, windstorm, hail, flood, lightning, or other acts of God.

WHERE TO GO FOR WARRANTY REPAIRS

To make a claim under the Subaru Genuine Parts & Accessories Warranty, you must take your parts and/or accessories at your own cost to the selling Authorised Subaru Retailer. The selling Authorised Subaru Retailer will honour the Subaru Genuine Parts & Accessories Warranty, and will be happy to repair, replace or adjust free of charge any Genuine Subaru Part or Accessory that is defective in factory materials or workmanship. Proof of purchase may be required at the time of making your claim. Please note that neither the selling Authorised Subaru Retailer or Subaru Australia are able to reimburse the cost of replacements or repairs carried out by a person other than the selling Authorised Subaru Retailer, except where express prior APPROVAL for those replacements or repairs has been obtained.

QUESTIONS AND FURTHER INFORMATION

The Subaru Genuine Parts & Accessories Warranty is provided by Subaru (Aust) Pty Limited, ABN 95 000 312 792 of Level 3, 4 Burbank Place Baulkham Hills NSW 2153. If you have any questions regarding the Subaru Genuine Parts & Accessories Warranty please call us on 1800 22 66 43 or email us at: feedback@subaru.com.au

© Copyright 2012 – Subaru (Aust) Pty Limited. All rights reserved.

ALL 4 THE DRIVER™



SUBARU