



ENGINE REMANUFACTURING

Original Engines Co Terms and Conditions

Puma 3.2 & 2.2ltr SERVICE ENGINES

24 MONTHS, 50,000 KILOMETRE WARRANTY

Replacement engines & parts sold by Corbindale Pty Ltd trading as Original Engines Co Fac 13/209 Liverpool Road Kilsyth 3137 (03) 9729 9677, sales@originalengines.co, are warranted to be free from defects in materials and workmanship for a period of twenty four (24) months from the date of purchase – except where the customer is advised otherwise. This does not affect the legal right of either the purchaser or Original Engines Co to have recourse against the Ford Motor Company Australia (FORD). This warranty operates within a 50,000 kilometre distance travelled by the vehicle. The benefits to you, as the customer, given by this warranty are in addition to other rights and remedies of the consumer under any laws in relation to the goods or services to which this warranty relates.

WARRANTY LIMITATIONS

If any goods and/or services supplied by Original Engines Co are defective or unsatisfactory in any way, Original Engines Co total liability to the Customer and any other party claiming through the Customer will be limited to the reasonable cost of replacement or repair of the parts. Further, Original Engines Co will in no circumstances be liable for any consequential loss or damage the Customer may suffer. The Customer will ensure that any of its terms of trade with any other party likewise limit Original Engines Co liability. If deemed claimable, labour costs will be limited to those required to restore the engine to the functional condition existing immediately prior to the failure. The liability for water pumps, glow plugs and filters is limited to supplying of replacement parts only. The claimant shall cease to operate the engine after the first sign of abnormal operating conditions or malfunction. No warranty is given or taken as to the date for delivery of orders unless Original Engines Co has specifically agreed in writing to the contrary.

This warranty does not apply to:

1. Special buy-ins, second hand items or consumables (i.e. lubricants, sealants, filters, glow plugs, thermostats, etc.);
2. Defects caused by Customer, operator or third party neglect, abuse or misuse. This includes, but is not limited to, defects caused by operating the engine with unsuitable or inadequate lubricant or coolant; over or under fuelling; over-speeding; lack of proper maintenance of the fuel injection, cooling, lubrication, air intake and exhaust systems; improper storage, starting, warm-up, run-in or shutdown procedures; the continued operation of the engine after the first sign of a malfunction; or failure to follow engine fitting procedures and operations, maintenance and repair procedures contained in the engine manufacturer's published workshop, operation and maintenance manuals; this includes Manufacturer's recommended service schedules



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3. Defects caused by alteration or misapplication of parts fitted to the exchange engine i.e., ancillary components fitted by the Customer; coolant or oil leakage via a casting porosity defect or defects.
4. Defects or failures resulting from fitting parts which, based on the information provided by Original Engines Co, were incorrectly identified and supplied by either Ford or a Ford Dealer.
5. Defects caused due to the parts being used in engines modified for competition and/or high performance purposes.
6. Failure of, or damage to, components that are not caused by a warrantable part failure;
7. Defects caused by installation or repair by unauthorised or unqualified personnel;
8. Parts which have had their trademark, name or manufacturing number removed.

In addition, Original Engines Co is entitled:

1. To send components related to warranty claims to destinations of its choosing (including international manufactures destinations) for failure analysis and reporting;
2. To refuse to honour this warranty in the event that the claims procedure (set out below) is not followed by the claimant; and
3. To refuse to honour this warranty in the event that the claimant refuses or fails to provide information about the engine part or circumstances of the claim to Original Engines Co upon reasonable request. The information which may be required from the claimant includes the following:

- (a) Evidence of date and location of purchase, price paid and identity of seller and purchaser; (b) Adherence to assembly, operation, maintenance and repair procedures contained in the Ford's published workshop, operation and maintenance manuals;
- (c) Usage of the product;
- (d) Circumstances of the failure.

CUSTOMER RESPONSIBILITIES

1. The Customer must ensure the product supplied is correct for the particular application. Any damage to parts or consequential damage or costs resulting from the fitment of incorrect parts are the responsibility of the Customer and fitter.
2. The Customer must notify Original Engines Co before proceeding with any repairs to a warrantable failure.
3. The Customer must allow Original Engines Co the opportunity to supply replacement parts when making repairs to a warrantable failure.



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4. The Customer is responsible for delivery of the engine or vehicle to the repair location/ Dealership and all towing, haulage and storage charges. However, if as a result of a defect which is covered by this warranty, the vehicle cannot be driven or cannot be driven safely, such reasonable costs and expenses as are incurred in moving the vehicle to the nearest authorised Ford Dealer premises will be covered by this warranty.

5. The Customer is responsible for all travel, lodging, meals and incidental expenses incurred by the Customer or his/her agents occurring as a result of a warrantable failure.

6. The Customer is responsible for all downtime and business costs or losses resulting from a warrantable failure.

PROCEDURE FOR CLAIMING ON WARRANTY

1. The claimant shall give written notification to Original Engines Co, Fac 13/209 Liverpool Road Kilsyth 3137 (sales@originalengines.co) of any failure suspected to be warrantable. A Warranty Claim Form will be forwarded to be filled in prior to commencement of any works.

2. The claimant shall deliver the engine or failed parts to an authorised Ford Dealership.

3. Expenses of claiming are to be borne by the Claimant and the reasonable or necessary expenses of claiming on warranty will be reimbursed by Original Engines Co if the claim on warranty is valid.

YOUR RIGHTS AS A CONSUMER

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.

No agent or sales representative of Original Engines Co has the authority to modify this warranty

February 2020