



**Sunshine Coast Auto Recyclers ABN 26 143 795 591 ("seller")** warranty is in addition to the rights and remedies conferred on consumers by Australian Consumer Law. The warranty does not affect those rights or remedies, except to the extent their application may be law. **Sunshine Coast Auto Recyclers** warrants all parts to work and fit the requested application.

1. In the event of a defect, the Buyer's sole recourse against the Seller shall be the repair or replacement of the defective part when the part is presented to the Seller within 3 months from the date of purchase, and accompanied by the original invoice, unless otherwise noted or negotiated.
2. Specially ordered in parts, and body sections cut to order, are not returnable.
3. Only the supplying dealer warrants special ordered parts.
4. Wrongly ordered parts or parts no longer required cannot be returned after 30 days from the date of the invoice.
5. Parts that have been altered or damaged are not acceptable for return.
6. The sole determiner of condition for return is the Seller.
7. The Buyer agrees to any method of inspection determined by the Seller and agrees that the Seller has the right not to accept returned merchandise if in the Seller's opinion the condition of the merchandise has changed from the date of sale.

### Engine Warranty

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1. Engines are warranted against piston knock, cracked block, or heads and excessive smoking for a period of 3 months from the original date of purchase, unless otherwise stated on the invoice.
2. Oil leaks, rubber seals and timing belts are not guaranteed and should be inspected, replaced, or repaired, as necessary.
3. Engines are sold bare long, and any accessories left on the engine at the time of sale are not guaranteed to fit your application or be serviceable.
4. We recommend that you transfer all the original accessories for proper engine performance and emissions compliance.
5. Damage due to overheating or lack of lubrication is not covered. A new water pump, oil filter and oil are required under this warranty.
6. All engines supplied by Sunshine Coast Auto Recyclers are guaranteed to be in serviceable condition.
7. All engines have been fitted with heat tabs and warranty is void if tabs are melted, removed, or tampered with.

### Transmissions Warranty

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1. Automatic transmissions are warranted for a period of 3 months from the original date of purchase unless otherwise stated on the invoice.
2. Oil seal leaks are not covered and should be inspected and replaced if necessary.
3. The oil cooler and lines must be flushed, and a new filter and fluid installed, or warranty is void.
4. Broken parts and poorly performing transmissions due to improper installation are not covered.

Any engine, transmission, transfer case or differential that is subject to a return request must be left in the vehicle until a representative of the Seller has had an opportunity to diagnose and/or visually inspect the part. If the part in question is removed from the vehicle, the warranty is void and the Seller will not be liable for any repair, parts replacement or additional parts or cost.

The Seller is not liable for improper or incomplete installation of any mechanical part. This applies most specifically to engines, transmissions, transfer cases and differentials that have not been installed correctly. The warranty will be void if the following steps have not been adhered to:

**Engines:**

- Replace seals if leaking or if signs of leaking.
- Fill fluids to proper levels.
- Replace oil filter.
- Inspect valve cover gasket.
- Replace sump gasket.
- Clean the oil sump filter and pickup tube.
- Replace the water pump.
- Replace the spark plugs as needed.
- Inspect and replace spark plug leads and coils where necessary.
- Replace thermostat.
- Replace timing belt.
- Flush cooling system if needed.
- Install new belts and hoses.
- Flow test radiator and replace if necessary.

**Automatic Transmissions:**

- Replace all seals.
- Replace transmission filter and pan gasket.
- Fully engage convertor in front pump.
- Fill with fluid to proper levels.
- Test drive, re-check and adjust as needed.

**Manual Transmissions:**

- Replace all seals.
- Replace the clutch, pressure plate, and throw out bearing.
- Fill with fluid to proper levels.
- Adjust shifter mechanisms as required.

**Transfer Case:**

- Replace all seals and gaskets.
- Install as required, fill the unit with fluid to the proper levels.
- Tyres must be all the same brand, model, size, and tread depth.

**Differential:**

- Fill the unit with fluid to the proper levels.
- Tyres must be all the same brand, model, size, and tread depth.
- Verify ratios are correct.
- Inspect seals for leakage and replace if necessary.

**Other Warranty Terms**

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1. The Seller is not liable, and Buyer waives all claims for consequential damages which result from the sale of parts including, but not limited to:
  - Labour charges
  - Loss of income
  - Wages/ salary
  - Rental car charges

2. The Buyer's sole recourse against the Seller is limited to the price paid for the part on the Seller's invoice, or the exchange or repair of the defective part.
3. All merchandise must be inspected by the Buyer for defects or safety hazards.
4. The Seller states that it in no way guarantees or warrants used merchandise for apparent or non-apparent safety hazards, and it is the sole responsibility of the Buyer to inspect for any safety hazards or hire an expert to go inspect.
5. The Buyer affirms that before they make a purchase, that the Seller requests that the buyer examines the parts or merchandise to ascertain whether there are any defects within.
6. The Seller will provide the Buyer an adequate opportunity to make such an examination before they make the purchase, so the Buyer can determine if there are any defects.
7. The warranty does not extend to damage caused by accident, misuse, neglect, natural disaster or act of God or other external causes or to damage caused by using the parts inconsistently from their intended purpose.
8. Sunshine Coast Auto Recyclers holds no responsibility for the fitment of incorrect parts, the onus is on the Buyer to ensure that the parts supplied are correct for fitment.
9. Approval for repair or replacement of a rusted, failed, or defective part must be provided by Sunshine Coast Auto Recyclers prior to any work being performed.

Our parts come with guarantees that cannot be excluded under the Australian Consumer Law. Any part that has been incorrectly ordered or is no longer required must be returned within 7 days for a full refund, replacement or alternative part can be supplied. For major failures with the service, you are entitled to choose a refund or replacement.

#### **Implied Warranty Conditions**

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All implied terms, conditions, and warranties, other than those implied by any law that may not be excluded, are expressly excluded. Where permitted by law our liability for all implied terms, conditions and warranties including those implied by law that cannot be excluded is limited to the following:

- (a) The cost of replacing the parts;
- (b) The cost of obtaining equivalent parts;
- (c) The cost of having the parts repaired.

#### **Implied Warranty Conditions/ Credit Claims**

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You may make a credit claim or claim for refund (if you are a COD Customer) for parts which breach the implied warranties/ conditions that cannot be excluded by law. This claim must be made within a reasonable time. We will not accept claims made after deemed acceptance of the parts if the claim relates to matters which would be apparent from inspection such as damage or parts not as ordered. If requested, you must provide us with evidence of the date of receipt of the parts.

To make a claim, you must provide us with proof of purchase (e.g., the original invoice), reason for the claims (e.g. details of the implied warranty or condition which is claimed to be breached), proof of breach of the implied warranty/condition (e.g. a photo of the part) and details of when the breach became known to you or your customer. You must, return the parts to us so that we can assess whether there has been a breach or in cases where the wrong parts have been supplied within 3 business days of the date the claim is made. Where the wrong parts have been supplied the returned parts must be unaltered in its original packaging and must also be received in a clean and resaleable condition.

If an implied warranty/condition that may not be excluded at law is breached, then a creditor refund (for COD Customers) will be granted for the price of the parts. We are not liable for freight or delivery costs for the delivery of the original parts to you or the return of them to us. If requested by us, you must destroy damaged or defective parts if not returned to us and provide us evidence of this.