

**WHITLOCK BULL BARS PTY LTD
WARRANTY**

Whitlock Bull Bars Pty Ltd (ABN 124 820 873) (**Whitlock**) provides the following warranty.

WARRANTY

Whitlock warrants that the Bumper / Bull Bar will be free from defects in design, fitment, materials, workmanship and performance for a period of 1 year from the date of sale of the Vehicle to the purchaser (**Warranty Period**).

Whitlock also warrants that the Bumper / Bull Bar is tested and certified at the time of manufacture as airbag compatible and rated in accordance with relevant Australian Standards and Design Rules relating to front under-run protection devices (**FUPD**).

If a defect appears in the Bumper / Bull Bar before the end of the Warranty Period and Whitlock finds the Bumper / Bull Bar to be defective in design, materials, workmanship or performance, Whitlock will:

- (a) repair or replace the Bumper / Bull Bar free of charge.

WARRANTY CLAIMS

- 1. If a fault covered by warranty occurs, the selling dealer or the purchaser must:
 - (a) contact Whitlock's office via its contact details listed below; and
 - (b) allow Whitlock or a Whitlock representative to inspect and test the Bumper / Bull Bar in situ on the Vehicle on which it is installed.

NOTE: Removal of the Bumper / Bull Bar without authorisation will void this warranty.

EXCLUSIONS

The warranty will not apply where:

- (a) the Bumper / Bull Bar has been installed incorrectly or in contradiction of the fitting instructions supplied;
- (b) the Bumper / Bull Bar has been modified by someone other than Whitlock or an authorised Whitlock representative;
- (c) Whitlock cannot establish any fault in the Bumper / Bull Bar after testing and inspection;
- (d) the alleged defect in the Bumper / Bull Bar is within acceptable industry variances and/or tolerances allowed by law;
- (e) the Bumper / Bull Bar has been installed on a vehicle for which it is not designed;
- (f) the Bumper / Bull Bar has been used other than for the purpose for which it was designed, and/or has been used in excess of stated or recommended load ratings; or
- (g) a claim is made for damage which constitutes normal wear and tear.

IMPORTANT: TOW PIN INFORMATION

The tow pin fitted to the Bumper / Bull Bar is designed to allow recovery of the empty or laden Vehicle, in situations where the Vehicle is unable to move forward under its own power. This can include wet and muddy surfaces, where the wheels of the Vehicle have sunken to a level causing immobility.

This warranty covers damage caused by towing in the above situations, including damage to:

- (a) the Bumper / Bull Bar;

- (b) the tow pin and its mounting box;
- (c) the mounting plate supporting the tow box and the Bumper / Bull Bar; and
- (d) the chassis plates and their mounting bolts.

HOWEVER, if the Vehicle has sunk to a depth where wheel rims are submerged, then CAREFUL CONSIDERATION must be given to the following:

- (a) being completely immobilised is a serious situation, and careful assessment of appropriate recovery methods is essential.
- (b) users should:
 - (i) unload the Vehicle prior to recovery if possible.
 - (ii) use a suitable loading chain (at least a 10mm loading chain, with breaking load of approx. 15 tonnes).
 - (iii) stay well clear during recovery, as chain breaks can be violent. Cables and recovery straps can easily exceed the strength of a loading chain.
- (c) if using road working equipment to recover the Vehicle, be aware that huge pulling power can be generated by some equipment (sometimes well in excess of 50 tonnes). These vehicles are typically fitted with large diameter cable or chains and should be avoided.
- (d) if the Vehicle has sunk to a point where any part of the underside of the Vehicle is resting or near to resting on the ground, a professional recovery company must be engaged. The decision to engage a professional recovery firm rests solely with the owner / operator of the Vehicle.

NOTE: This warranty does not cover damage to the Vehicle of any type, should the towing load be so great that the Bumper / Bull Bar becomes partly or wholly disconnected from the Vehicle.

This includes but is not limited to:

- (a) damage to the Bumper / Bull Bar or its parts;
- (b) tearing of the chassis rail and/or front cross member of the Vehicle; and/or
- (c) damage to any other vehicle or property should the disengaged Bumper / Bull Bar, its parts or parts of the disabled Vehicle cause damage as a result of the recovery process.

LIMITATIONS

Whitlock makes no express warranties or representations other than set out in this warranty. The remedies provided in this warranty statement are the absolute limit of Whitlock's liability under this express warranty.

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 benefits of this warranty are in addition to any rights and remedies imposed by Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

CONTACT

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