

YOUR JARVIS WARRANTY

Jarvis is pleased to provide this unlimited kilometre warranty to you on the terms and conditions set out below. Your Vehicle will be covered for the 3 years after delivery (first by any remaining Manufacturer's New Vehicle Warranty and then by the Jarvis Warranty Agreement).

JARVIS WARRANTY AGREEMENT TERMS AND CONDITIONS

These are the terms and conditions of the Jarvis Warranty Agreement between Wrightville Operations Pty Ltd ABN 34 008 046 820 trading as Jarvis Ford (190 Portrush Rd, Trinity Gardens, SA 5068; 477 North East Rd, Hillcrest, SA 5086; 491 Main North Rd, Enfield, SA 5085), Wrightville Corporation Pty Ltd ABN 34 097 843 091 trading as Jarvis Toyota (1278 South Rd, Clovelly Park, SA 5042), Wrightville Nominees Pty Ltd ABN 78 117 534 782 trading as Jarvis Subaru (190 West Tce, Adelaide, SA 5000; 218 Kensington Rd, Marryatville, SA 5068; 29 Main North Rd, Medindie, SA 5081; 50-52 Murray Street, Tanunda), Wrightville Resources Pty Ltd ABN 45 156 049 777 trading as Jarvis Suzuki (50-52 Murray Street, Tanunda), Wrightville Enterprises Pty Ltd ABN 43 156 049 768 trading as Jarvis Isuzu Ute (50-52 Murray Street, Tanunda), Wrightville Advantage Pty Ltd ABN 76 159 577 483 trading as Jarvis Skoda (477 North East Road, Hillcrest 5086; 50-52 Murray Street, Tanunda 5352), Wrightville European Pty Ltd ABN 15 621 371 024 trading as Jarvis Peugeot and Jarvis Citroen (29 Main North, Medindie 5081) on the Owner's Acknowledgement and being herein called "Jarvis") and the Owner described on the Owner's Acknowledgement (herein called the "Owner").

NOW IT IS HEREBY AGREED AS FOLLOWS:

- JARVIS WARRANTS AND AGREES:** In consideration for the Owner purchasing the Vehicle described on the Owner's Acknowledgement (herein called the "Vehicle"), Jarvis hereby warrants and agrees that in the event of mechanical fault of any of the parts covered under this Agreement as specified in clause 2 during the term of this Agreement as specified in clause 3 (herein called the "Term"), Jarvis will make good such mechanical fault, or at its discretion, cause or procure such fault to be made good to the extent specified in clause 19 on and subject to the terms and conditions herein contained.

For the purpose of these terms and conditions, "fault" means any defect in a part that is covered by this Agreement where due to the defect the part does not function for the purpose it was intended, and "Manufacturer's New Vehicle Warranty" means the warranty (and any after-warranty discretionary or goodwill assistance covering a mechanical fault) provided by the manufacturer of the Vehicle.

- PARTS COVERED:** The parts covered under this Agreement are:-

2.1 IN THE ENGINE

Crankshaft, connecting rods, pistons and rings, cylinder bores, timing gears and chains, camshafts and valve lifters, rocker arm assemblies and push rods, valves and guides, distributor drive, oil pump, wrist pins, all internal bushings and bearings. Excludes oil leaks, cylinder heads and gaskets.

2.2 IN THE TRANSMISSION

All mechanical components within the transmission housing. Excludes bell housing, oil leaks, manual transmission clutch components and torque converters.

2.3 IN THE DIFFERENTIAL

Both standard and limited slip – final drive gears, differential gears and differential bearings. Excludes oil leaks and wheel bearings.

2.4 POWER STEERING

Steering pump, steering rack, steering box – pitman and idler arms and tie rod ends. Excludes hoses and oil leaks.

2.5 COOLING SYSTEM

Thermostat, water pump, viscous fan hub, thermostat fan and thermostatic fan motor. Excludes hoses, clamps, welsh plugs, radiator and heater assemblies.

2.6 BRAKES

Master cylinder, wheel cylinders, hydraulic lines and fittings, power booster and brake callipers. Excludes linings, pads, drums and discs.

2.7 ELECTRICAL

Alternator, voltage regulator, windshield wiper motor, starter motor and solenoid.

2.8 CONSUMABLES

This Agreement does not cover the cost of any consumables, including but not limited to oils, coolants, fluids and lubricants, which are replaced during the course of repairs.

Any items not listed as covered, and all excluded items, under this clause 2 are expressly excluded from the warranty provided by Jarvis under this Agreement.

3. **TERM:** This Agreement commences immediately upon expiry of the Manufacturer's New Vehicle Warranty or on delivery of the Vehicle to you, whichever is later, and expires on the Expiry Date listed on the "Owners Acknowledgement" form under the heading "Term of Agreement". Prior to the expiry of any Manufacturer's New Vehicle Warranty applicable to the Vehicle, this Agreement will be of no effect."
4. **SERVICING REQUIREMENTS:** The Vehicle must be delivered to a Jarvis Service Centre for servicing:
 - 4.1 at regular intervals of at least once every six months or 10,000 kilometres, whichever occurs first, from the date the Vehicle is first delivered to you, unless the Manufacturer's New Vehicle Warranty remains current and Jarvis is a franchisee of that manufacturer in which case clause 4.2 applies; or
 - 4.2 in accordance with (and at the intervals set out in) the manufacturer's written documentation for the Vehicle (including any owner's manual or other servicing requirements book, and any other terms and conditions necessary to maintain the Manufacturer's New Vehicle Warranty) during the Manufacturer's New Vehicle Warranty period for the Vehicle. Upon expiry of the Manufacturer's New Vehicle Warranty, or if Jarvis is not an authorised dealer for that manufacturer, the Vehicle must be serviced in accordance with clause 4.1.

Jarvis Service Centres are currently located at: **Metro:** 190 West Terrace, Adelaide, 1278 South Road, Clovelly Park, 477 North East Road, Hillcrest, 218 Kensington Road, Kensington, 190 Portrush Road, Norwood. **Regional:** 50-52 Murray Street, Tanunda. Call 1300 13 77 44 for the Jarvis Service Centre location most convenient for you.

5. **CLAIM PROCEDURE:** In the event of a mechanical fault entitling the Owner to make a claim under this Agreement, in order to claim under this warranty the Owner shall:
 - 5.1 return the Vehicle to the Jarvis address described above within (7) days of the mechanical fault occurring if the Vehicle is within a 100km radius of the Adelaide GPO; or
 - 5.2 if the Vehicle is outside a 100km radius of the Adelaide GPO or if moving the Vehicle could be unsafe or cause further damage, within seven (7) days of the mechanical fault occurring telephone Jarvis on 08 8403 3888 or send a written request to the Jarvis address described above; and
 - 5.3 notify Jarvis, at the time of making a claim, of the Owner's name, address, vehicle description, registration number, the nature of the mechanical fault and any expenses incurred by the Owner in making the claim (which expenses will be borne by the Owner unless Jarvis decides in its absolute discretion that Jarvis will reimburse the Owner for those expenses)

Authority to commence repairs in respect of claims under this Agreement shall be given only with the prior written approval of the Warranty Administrator of Jarvis.

6. **REPAIR:**
 - 6.1 The repair of any goods that are capable of retaining user-generated data (for example, a GPS unit or a radio with preset stations) may result in loss of the data.
 - 6.2 Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished goods may be used to repair the goods.
7. **CONDITIONS:** Jarvis shall only be liable under this Agreement provided:-
 - 7.1 Subject to clauses 15.1, the Vehicle is serviced by Jarvis in accordance with clause 4 above and the Owner otherwise complies with this Agreement;
 - 7.2 the Owner has exhausted all other rights or remedies against the manufacturer in relation to the carrying out of the repairs required by the Owner to be carried out to the Vehicle and it is hereby expressly acknowledged and agreed by the Owner that this Agreement does not constitute a waiver of the Owner's rights to require that repairs to the Vehicle be carried out by the manufacturer; and
 - 7.3 the part which develops a fault was in the Vehicle when the Owner purchased the Vehicle from Jarvis.

8. **BREACH:** If the Owner commits any breach of this Agreement, Jarvis may, at its discretion, by written notice to the Owner terminate this Agreement effective from the time the breach occurred. Without limitation to the foregoing, the Owner will be deemed to commit a breach of this Agreement in the event of failure to comply with any reasonable recommendation of Jarvis, early termination of the Manufacturer's New Vehicle Warranty, or if any parts have been detrimentally affected by misuse or damage.
9. **REASONABLE RECOMMENDATIONS:** Jarvis shall not be liable to rectify any mechanical fault caused or contributed to directly or indirectly by failure to comply with any reasonable recommendation made by Jarvis in respect of the Vehicle.
10. **NO LIABILITY FOR CERTAIN CAUSES:** Subject to clauses 15.1, 16.1.1 and 17, Jarvis shall not be liable under this Agreement for loss or damage to the parts specified in clause 2 resulting from fire, smoke, flood, theft, vandalism, freezing, negligence, noncompliance with servicing as specified herein, wilful or accidental damage or failure to exercise reasonable care by the Owner or any other person having the care or control of the Vehicle with or without the consent of the Owner.
11. **INDEPENDENT EXPERT:** Subject to any applicable law, Jarvis at all times has the right in any dispute to appoint an independent qualified expert whose findings of fact shall be accepted by both parties as being final and conclusive and who shall act as an expert and not as an arbitrator.
12. **INSPECTION:** Jarvis has the right to inspect the Vehicle at any time during the Term.
13. **CIRCUMSTANCES BEYOND CONTROL:** Jarvis shall not be liable under this Agreement in any case where Jarvis is prevented from carrying out its obligations under this Agreement by circumstances beyond its control. Jarvis shall not be liable for the cost of any repairs where approval for such repairs has not been given by the Warranty Administrator of Jarvis prior to commencement.
14. **DAMAGE, UNAUTHORISED WORK, DISPOSAL:** Jarvis shall not be liable under this Agreement if in its opinion: any of the parts described in clause 2 have been detrimentally affected by misuse or damage, whether accidental or otherwise, or by alteration from the Vehicle manufacturer's original specifications without such alteration being performed either under the supervision, or with the prior written authorisation, of the Warranty Administrator of Jarvis; or any repair work to the parts described in clause 2 has been performed without the prior authorisation of the Warranty Administrator of Jarvis. Notwithstanding any other provision hereof, this Agreement shall terminate forthwith upon the Owner surrendering possession of, selling or otherwise disposing of the Vehicle to any person or company.
15. **STATUTORY WARRANTIES:**
 - 15.1 Jarvis does not exclude or limit the application of any provision of any statute (including the Competition and Consumer Act 2010), or any implied condition, warranty or guarantee (including any consumer guarantee provided for under the Australian Consumer Law), which cannot be lawfully excluded or where doing so would cause any part of this Agreement to be void ("Non Excludable Condition").
 - 15.2 This warranty is in addition to any other statutory condition, warranty or guarantee (including but not limited to any consumer guarantee under the Australian Consumer Law) that applies to the Vehicle.
 - 15.3 The terms of this Agreement (with the exception of clauses 16 and 17) do not apply where Jarvis carries out work in relation to the Vehicle under any statutory warranty. If there is any inconsistency between any statutory condition, warranty or guarantee and any provision of this Agreement, the statutory condition, warranty or guarantee will prevail.
16. **IMPLIED TERMS AND LIABILITY:**
 - 16.1 Subject to clause 15.1, to the maximum extent permissible by law Jarvis excludes:
 - 16.1.1 any condition, warranty, guarantee or term implied by statute, general law or custom which may be lawfully excluded;
 - 16.1.2 all liability to the Owner in contract for consequential or indirect damages arising out of or in connection with this Agreement even if Jarvis knew they were possible or they were otherwise foreseeable including, without limitation, lost profits and damages suffered as a result of claims by any third person; and
 - 16.1.3 all liability to the Owner in negligence for acts or omissions of Jarvis or its employees, agents or contractors arising out of and in connection with this Agreement.

17. **REMEDIES:** To the extent permitted by law, Jarvis' liability to the Owner for breach of any provision of this Agreement (including any Non-excludable condition) is limited to one of supplying replacing or repairing the goods or supplying again the services in respect of which the breach occurred (at Jarvis' option). Clauses 15 to 17 continue to apply after the expiration or termination of this Agreement.
18. **ASSESSMENT:** Jarvis and the Warranty Administrator of Jarvis shall each, during the Term, be entitled to assess the value of work done by Jarvis or on Jarvis' behalf to make good any mechanical fault.
19. **VALUE OF WORK:** Where for any one claim pursuant to this Agreement, in Jarvis' or the Warranty Administrator's (whichever one undertakes the assessment) sole opinion the value of the work required to make good any mechanical fault or to cause or procure such fault to be made good exceeds \$1,000.00 including GST, then Jarvis shall only be liable to carry out work or cause or procure work to be carried out at its expense to a value of \$1,000.00 including GST and Jarvis' liability to the Owner for any one claim is limited to that amount. "GST" means the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999.
20. **WAIVER:** No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party in terms of this Agreement shall operate a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other future exercise thereof, or the exercise of any other power or right under this Agreement.
21. **SEVERANCE:** If any provision of this Agreement shall be invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.
22. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the law of South Australia and the parties hereto agree to submit to the jurisdiction of the courts of South Australia.
23. **NO TRANSFER:** This Agreement is non-transferable. The Agreement is between the original Owner as indicated on the Owner's Acknowledgement and Jarvis.
24. **REPAIR ONLY:** The liability of Jarvis under this Agreement is limited to making good a mechanical fault or causing or procuring such fault to be made good as herein provided and Jarvis is not liable for any consequential loss or damage sustained by the Owner or any other party as a result of any such mechanical fault.
25. **ROADSIDE ASSISTANCE:** The Owner acknowledges that during this Agreement, Jarvis may at its discretion appoint a contractor or agent to provide Roadside Assistance on its behalf. Such appointment may be made without prior notice to the Owner. The Owner hereby irrevocably consents to any such appointment.
26. **WARRANTY ADMINISTRATOR:** The Owner acknowledges that during this Agreement, Jarvis may at its discretion appoint a contractor or agent to administer the Jarvis Warranty on its behalf. Such appointment may be made without prior notice to the Owner. The Owner hereby irrevocably consents to any such appointment.

In this Agreement, "Warranty Administrator" means the employee of Jarvis who is instructed by Jarvis from time to time to administer the Jarvis Warranty on its behalf or the contractor or agent appointed by Jarvis for that purpose.

27. **ACL MANDATORY STATEMENT:** 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 or 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.
28. **PRIVACY:** The Owner hereby consents to Jarvis providing to any of its contractors or agents such information as they may reasonably require including without limitation the name and contact details of the Owner, the description of the Vehicle and the type of work carried out on the Vehicle under the Jarvis Warranty. For full details of Jarvis' arrangements in relation to the privacy of its customers' information, please refer to Jarvis' full privacy policy online at jarviscars.com.au or upon request.

24/7 RAA ROAD SERVICE

PHONE: 1800 104 515

Whether you run out of petrol at Noosa or lock your keys in the car at Gawler, you won't be left stranded with our Free Australia-wide RAA Road Service, 24 hours a day, 7 days a week. Valid from the day your Vehicle is first delivered to you for **three years**.



The important condition of providing RAA Road Service is that your Vehicle must be serviced only by Jarvis in accordance with the terms and conditions detailed in the Jarvis Warranty Agreement. Road Service will cease upon termination or expiry of the Jarvis Warranty Agreement.

24 Hour toll free telephone customer support providing specific services and professional advice as detailed below.

EMERGENCY ROADSIDE RESPONSE

Once a call for assistance is received, either from your home or on the road, a RAA mobile service will be dispatched to the scene to rectify, on the spot, the following roadside difficulties:

- Flat Battery – Jump start Vehicle
- Flat Tyre – Replace flat tyre with Vehicle's spare (if available)
- Out of Fuel – Supply minimum 5 litres (unleaded), cost of fuel at driver's expense
- Lock outs – Access car/Locksmith services available

TOWING / BREAKDOWN

If your vehicle breaks down in the Adelaide metro area or the Barossa and is unable to be quickly mechanically repaired or safely driven, the vehicle, including the driver, will be transported to the nearest Jarvis Service Centre. Should the breakdown occur outside the Adelaide metro area or the Barossa, the vehicle will be transported to the nearest RAA depot where arrangements can be made for the vehicle's repair. This also applies when a breakdown occurs outside of our Service Centre's operating hours, when arrangements can be made to store the vehicle and transport when the Service Centre or repair facility is open. In a situation where a breakdown occurs interstate, the vehicle would be transported to the nearest Service Centre or mechanical repair facility.

FREE SERVICE

A 40km metro/64km country (round trip) free of charge service for roadside response and breakdown applies on a NATIONAL basis, with all excess kms charged at the recommended industry rates.

GENERAL ASSISTANCE

We will relay urgent messages to family, friends and business associates, likely to be concerned by disruption or delay and arrange for alternative transport in the case of a major breakdown or accident i.e. taxi (cost at driver's expense).

EXCLUSIONS

- Trucks, heavy equipment and vehicles over 2.5 tonnes gross
- Bugged Vehicles that require specialist heavy equipment for removal and/or are not within easy reach of a public thoroughfare
- Vehicles used for hire or reward
- Vehicles located off Public roads (other than private residence)
- Limited to eight call outs per annum

JARVIS SERVICE DEPARTMENTS

Here are some of the excellent features of Jarvis Service Departments.

One number does it all:

**Call our Central Booking Number 1300 13 77 44
or book online at jarviscars.com.au**

METRO

Adelaide 190 West Terrace

Clovelly Park 1278 South Road

Hillcrest 477 North East Road

Kensington 218 Kensington Road

Norwood 190 Portrush Road

REGIONAL

Tanunda 50-52 Murray Street

- Courtesy transport to the city (all metro locations),
Tea Tree Plaza (Hillcrest only) and Marion Shopping
Centre (Clovelly Park only) before 9.15am, Monday to Friday
- We will drive you to the destination of your choice within a 5km
radius of your Jarvis Service Centre.
- Convenient hours
- "While you Wait" Servicing (Bookings essential)
- "Early Bird Service" available
- Saturday Servicing available
- Fully trained Technicians and state of the art workshop equipment
- Competitive rates
- Loan Cars Available
- Customer waiting areas with complimentary drinks, the latest
magazines and daily newspapers, television and children's toys
- Free Wi-Fi