

## **genuine Subaru parts & accessories warranty against defects**

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

Genuine Subaru Parts and Accessories are components purchased and/or installed to a Subaru vehicle that are not specified as standard components for a specific model. This warranty covers the repair and/or replacement at no extra charge of any such component that is found defective in material and/or workmanship, sold by Subaru Dealer, installed at a Service Site or purchased over the counter from a Parts Dealer/Distributor.

Under the Genuine Subaru Parts and Accessories Warranty, Subaru Australia warrants (subject to the below Terms and Conditions) that if a Genuine Subaru 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 Genuine Subaru Parts and 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 Genuine Subaru Parts and 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 Genuine Subaru Parts and Accessories Warranty applies in addition to the guarantees, right and remedies conferred by the Australian Consumer Law and other applicable Commonwealth State and Territory Legislation. The Genuine Subaru Parts and Accessories Warranty does not exclude, affect or limit those guarantees, right or remedies, except to the

extent that their application may be lawfully 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 reasonable 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 Genuine Subaru Parts and Accessories Warranty period commences on the date of first supply and continues for the following term:

- Replacement of standard Genuine Subaru Parts and Accessories<sup>1</sup> are warranted for the remainder of the Subaru New Vehicle 5 Years/Unlimited Kilometre Warranty.
- Optional Genuine Subaru Parts and Accessories<sup>1</sup> fitted at the point of new vehicle purchase or fitted at the point of first scheduled service by your Authorised Subaru Retailer are warranted for 3 years.
- Optional Genuine Subaru Parts and Accessories fitted any time after the first scheduled service by your Authorised Subaru Retailer are warranted for 2 years.
- Optional Genuine Subaru Parts and Accessories purchased from a Subaru Retailer and are installed independently or by a third party is warranted for 12 months.

<sup>1</sup>: Standard Genuine Subaru Parts and Accessories refers to non-optional components that are standard to the specific model variant. Optional Genuine Subaru Parts and Accessories refers to optional components that do not come standard with the specific model variant.

### what's not covered by the genuine Subaru parts and accessories warranty

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

- Ordinary wear and tear.
- Use of the vehicle for a purpose or under road or climatic conditions other than for which it was designed, including racing, rallying, speed trialling, hill climbing or similar activities or competitive events.
- Minor non-manufacturing related marks (e.g. dirt) and other minor surface defects that can be corrected by light polishing.
- Driver negligence, misuse or abuse (e.g. tampering, disconnection, loading or towing beyond the manufacturer's specifications, or continuing to drive the vehicle after loss of fluids, lubricants, oils, refrigerants or water).
- Modifications or alterations (including to software) which have not been approved by the manufacturer, or the installation or use of non-genuine parts, accessories, equipment, assemblies or components.
- No warranty repair shall be made if it is found that the odometer or the Warranty and Service Handbook have been tampered with.
- A failure to have the vehicle which the genuine part or accessory is affixed serviced in strict accordance with the manufacturer's specifications and recommendations, or a failure to have the vehicle repaired promptly in accordance with such recommendations following an accident or other damage, or after a defect becomes known or is suspected.
- Water ingress from floods or deep water fording.
- 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, e.g. unsuitable cleaning agents.
- Use of non-recommended, incorrect specification, inappropriate or dirty fuel, oil, fluids, lubricants, coolants, refrigerants or water which are utilised in conjunction with the part or accessory. See your vehicle Owner's Manual or contact your authorised Subaru Retailer for specifications.
- Accident, impact, fire, war, theft, illegal use or malicious damage by a third person.
- 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, flooding, earthquakes, landslide, hail, flood, lightning, extreme temperatures or other acts of nature.
- Damage or malfunction due to improper repairs, inspection, diagnosis or adjustments not approved or recommended by Subaru Australia.
- Damage caused by a non-genuine part or accessory.
- Replacement parts and accessories whose in-vehicle installation date cannot be proved.
- Replacement parts and accessories that are replaced free of charge under another warranty.
- Replacement of lost or contaminated lubricants or fluids (such as refrigerant in an air conditioning unit) unless the loss or contamination is a direct result of a defect covered under this warranty.

**Note:** When replacing the instrument cluster (including the odometer), the relevant section in the Warranty and Service Handbook on the 'vehicle identification' page must be completed by an authorised Subaru Retailer. The date and kilometres must be documented if the instrument cluster is replaced.

Under the warranty, Subaru Australia does not accept liability for any loss of use of the vehicle; for any alternate transportation such as car rental fees, lodging, food or telephone expense; for any damage to goods, commercial loss, loss of time or inconvenience; or for any other incidental expenses or consequential damages. However, you may have additional legal rights under legislation such as the Australian Consumer Law. Any statutory or other rights or remedies available in connection with a claim for such a loss or damage should be pursued separately.

### third-party manufactured genuine parts and accessories

If the third-party manufacturer (or supplier) of parts and accessories have a separate warranty against defects evidenced by a document that comes with the part/accessory, that manufacturer's (supplier's) warranty shall apply in conjunction with the Genuine Subaru Parts and Accessories Warranty.

### where to go for warranty repairs

Take your Subaru to any authorised Subaru Retailer if it needs repairs under the Genuine Subaru Parts and Accessories Warranty. All authorised Subaru Retailers will honour the Genuine Subaru Parts and Accessories Warranty and will be happy to repair, replace or adjust free of charge any part of your vehicle that is defective in factory materials or workmanship. Proof of purchase may be required at the time of making your claims.

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.

### transfer of warranty

The Genuine Subaru Parts and Accessories Warranty runs with the vehicle upon which they were first installed and is transferable from owner to owner conditional upon the standard warranty terms as explained in this document. It is only available in Australia and is not transferable to other countries as no reciprocal world-wide warranty is provided.

### questions and further information

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