

1. Definitions

"**Australian Consumer Law**" means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as given effect under Part XI of the *Competition and Consumer Act 2010* (Cth), and under the same or similar provisions of the *Australian Consumer Law* and *Fair Trading Act 2012* (Vic) (as amended or replaced from time to time).

"**Buyer**" or "**you**" means the person, firm or corporation to whom the order is addressed.

"**Consumer**" means a consumer within the meaning of section 3 of the Australian Consumer Law.

"**Dayco**" means Dayco Australia Pty Limited.

"**Dayco Timing Belt/Timing Belt Kit Warranty**" means the Dayco Timing Belt/Timing Belt Kit Warranty set out in clause 3.

"**Dayco Warranty**" means the Dayco Warranty set out in clause 4.

"**Non-excludable Obligation**" means any implied condition or warranty, provision, the exercise of any right or remedy (including a right to indemnity), or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute where to exclude, restrict or modify its application would:

(a) contravene that statute; or

(b) cause any term of this Warranty Statement to be void.

"**Qualified Mechanic**" means a mechanic that holds all necessary qualifications as required by the laws of the State or Territory in which they provide services.

2. Non-excludable Obligations

For the avoidance of doubt, nothing in this Warranty Statement operates to exclude, restrict or modify any Non-excludable Obligation.

If you are a Consumer, Dayco's 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 conferred on you by this Warranty Statement are in addition to other rights and remedies you may have under a law in relation to the goods to which this Warranty Statement relates.

3. Dayco Timing Belt/Timing Belt Kit Warranty

Subject to clause 5 of this Warranty Statement, all timing belts and timing belt kits supplied by Dayco installed in a Buyer's vehicle and which have been properly installed, maintained, operated and used in accordance with the vehicle manufacturer's instructions are warranted to be free from defects in materials and workmanship for:

(a) a period of 3 years; or

(b) the time period in which the timing belt or timing belt kit has been installed in the vehicle for 100,000km, whichever comes first.

4. Dayco Warranty

Subject to clause 5 of this Warranty Statement, all products and parts supplied by Dayco (except timing belts and timing belt kits) installed in a Buyer's vehicle which have been properly installed, maintained, operated and used in accordance with any instructions provided by Dayco to the Buyer are warranted to be free from defects in materials and workmanship for:

(a) a period of 2 years; or

(b) the time period in which the relevant product or part has been installed in the vehicle for 40,000 km, whichever comes first.

5. Exclusions for Dayco Timing Belt/Timing Belt Kit Warranty and Dayco Warranty

The Dayco Warranty does not apply to any product or parts that were not manufactured by Dayco or one of its related bodies corporate.

Neither the Dayco Warranty nor the Dayco Timing Belt/Timing Belt Kit Warranty applies to any product, part, timing belt or timing belt kit:

(a) if the Buyer does not follow the process set out in clause 6 below (which sets out what the Buyer must do in order to claim under the Dayco Timing Belt/Timing Belt Kit Warranty or Dayco Warranty);

(b) if installation or maintenance of the relevant product, part, timing belt or timing belt kit has been carried out by a person other than a Qualified Mechanic;

(c) if installation or maintenance of the relevant product, part, timing belt or timing belt kit has been carried out other than strictly in accordance with the vehicle manufacturer's specifications;

(d) if the relevant defect was caused by the Buyer, or the Buyer's failure to take reasonable steps to prevent the defect; or

(e) if the product, part, timing belt or timing belt kit has been used in an application not specified in Dayco's online catalogue (available at www.dayco.com.au).

6. Claiming under the Dayco Timing Belt/Timing Belt Kit Warranty or Dayco Warranty

In order to claim under the Dayco Timing Belt/Timing Belt Kit Warranty or Dayco Warranty, prior to any work commencing on repairs or replacement the Buyer must:

(a) promptly provide Dayco with written notice of the claim and details of the relevant defect at 11 Dansu Court, Hallam, Victoria 3803 Australia. The claim must include:

(i) evidence of the date on which the relevant product, part, timing belt or timing belt kit was installed in the Buyer's vehicle (for example, a copy of an invoice from the mechanic that installed it);

(ii) evidence of the odometer reading of the Buyer's vehicle at the time the relevant product, part, timing belt or timing belt kit was installed;

(iii) evidence of the odometer reading of the Buyer's vehicle at the time the defect in the relevant product, part, timing belt or timing belt kit was discovered;

(iv) the Buyer's vehicle make and model;

(iv) a quote for any repairs or replacement.

(v) return of the product(s), part, timing belt, or timing belt kit (which may include the belt(s), tensioner(s), and idler(s)) that the Buyer claims is defective; and

(b) if requested by Dayco, establish that the product, part, timing belt or timing belt kit has been properly installed, maintained, operated and used in accordance with any instructions provided by Dayco to the Buyer, or the vehicle manufacturer's instructions, as applicable, to Dayco's reasonable satisfaction.

7. Repair, replacement or refund

If Dayco accepts that the Buyer is entitled to claim under the Dayco Warranty, Dayco may, in Dayco's discretion:

(a) either:

(i) repair or replace the defective product, part, timing belt or timing belt kit; or

(ii) refund the amount paid by the Buyer for the defective product, part, timing belt or timing belt kit to the Buyer; and/or

(b) reimburse the Buyer for any costs the Buyer incurred in returning the defective product, part, timing belt or timing belt kit to Dayco.

If Dayco decides to refund or reimburse the Buyer for any amount, Dayco will arrange for the refund or reimbursement to be paid to the Buyer by the Dayco distributor from which the Buyer purchased the product, part, timing belt or timing belt kit.

8. All other rights and remedies that may be excluded are excluded

Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on Dayco are expressly excluded.

9. Limitation of liability

Except in relation to Non-excludable Obligations, Buyer agrees that Dayco's liability to Buyer arising directly or indirectly under or in connection with this Warranty Statement, the performance or non-performance of the terms of this Warranty Statement, or the performance, installation, repair, operation or use of any product, part, timing belt or timing belt kit supplied by Dayco to Buyer, and whether arising

under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited as follows:

(a) Dayco will have no liability whatsoever to Buyer for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of use of the product, part, timing belt or timing belt kit, loss of opportunity, loss of production, production stoppage or loss of data), or claims resulting from contracts between Buyer, its customers and / or suppliers); and

(b) the aggregate of Dayco's liability to the Buyer is otherwise limited to an amount not exceeding the consideration paid by the Buyer for the product, part, timing belt or timing belt kit.

In relation to Non-excludable Obligations, except for goods of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which Dayco's liability is not limited), Dayco's liability to and Buyer's sole and exclusive remedy for a failure to comply with any Non-excludable Obligation is limited to the cost of:

(a) replacing the product, part, timing belt or timing belt kit;

(b) supplying an equivalent product, part, timing belt or timing belt kit; or

(c) having the product, part, timing belt or timing belt kit repaired.

10. No guarantee as to repairs and spare parts

Dayco hereby gives notice to the Consumer for the purposes of section 58(2) of the Australian Consumer Law that neither facilities for repair of the goods purchased by the Consumer, nor parts for those goods, will necessarily be made available to the Consumer by Dayco.



Warranty Claim Form

Dayco Australia Pty Ltd
11 Dansu Crt Hallam
Vic, Australia 3803

Email : warranty.au@dayco.com
Phone : 03) 9794 4466
Fax : 03) 9796 4731

DATE: _____

Distributor Claim No : _____

Dayco Tracking No : _____

All sections must be filled out entirely or your claim cannot be processed. If all requested paperwork is not received within 14 calendar days of the request your claim will be rejected. If you have any questions regarding this form, please call customer service on 03) 9794 4406. Thank you for your cooperation.

Dayco Distributor Information	
Company Name: _____	Dayco Cust No. (if known) _____
Street Address: _____	Contact Person: _____
City, State: _____	Phone Number: _____
Email Address: _____	Fax Number: _____

Installer Information	
Company Name: _____	Contact Person: _____
City, State: _____	Phone Number: _____
	Fax Number: _____

Vehicle Information			
Make: _____	Model: _____	Year: _____	
Engine Code: _____	Fuel Type: _____	Engine Size: _____	
<input type="checkbox"/> Power Steering	<input type="checkbox"/> No Power Steering	<input type="checkbox"/> Auto Transmission	<input type="checkbox"/> Manual Transmission

Product Information	
Component Cause Part Number: _____	Dayco Kit Number: _____
Purchase Date: _____	Return Date: _____
Date Installed : _____	Installed Kilometres : _____ km
Date Failed : _____	Failed Kilometres : _____ km
	Total Distance: _____ km
Type of Failure : _____	

Labour Time _____ Hours	
Claimed Amount 1. Parts cost _____	
2. Labour Cost _____	
3. Others. _____	
Total Claimed Amount _____	Includes GST <input type="checkbox"/> YES <input type="checkbox"/> NO

Important Notice

Any claim not containing all requested forms & parts will be rejected.

Please Include the following:

- () Copy of **original** receipt or invoice (proof of purchase)
- () Copy of **original** installation bill / invoice / receipt (if installed commercially)
- () Copy of invoices / receipts / bills for all parts & labour for repairs due to failure of the part on your letterhead
- () Any photos or pictures that might be useful in determining the outcome of the claim

Please ensure all bills submitted are detailed or itemized & can be well understood.



Warranty Claims Policy with Dayco Authorised Distributors

Element	Details
Quote before repair	Approval by Dayco is required prior to commencing repairs regardless of liability. Please contact Dayco immediately following a customer complaint on phone number 03 9794 4466 – Ask for claims department. Hours are 8:30am to 5:00pm AEST
Vehicle details	Make, model and odometer reading at install & failure must be provided on the warranty form.
Repair labour rate	Dayco will pay a maximum of \$80.00 /hr (ex GST) for labour claims.
Repair times	Industry repair guides will be our reference for repair times
Dayco parts cost	Dayco parts replaced under warranty will be credited to the supplier.

Other factors:

Stock rotation

We will support and encourage all customers to implement stock rotation procedures. This is an important element of delivering product improvements to the market.

Claims resolution target time

Dayco will aim to settle claims within 30 days from submission of full claims documentation.

Product return

All Dayco supplied product/parts must be returned to Dayco promptly. Subject to the rights and remedies under the Australian Consumer Law, products supplied but not manufactured by Dayco will be subject to 3rd party manufacturers warranty process and their findings.

Data security and privacy

Customer supplied data will be treated in accordance with Statutory provisions and Dayco policy for privacy and security. Registered users of the Dayco Website www.dayco.com.au will have available to them via the website the following benefits and access provisions:

new product information and applications,
technical bulletins,
training videos,
Warranty statement, warranty claims forms and other controlled documents.

This policy applies to handling claims under the Dayco Warranty or Dayco Timing Belt/Timing Belt Kit Warranty as provided in Dayco Australia Pty Ltd's (**Dayco**) warranty statement, (available online at <http://www.dayco.com.au/warranty.aspx> (**Warranty Statement**)). This policy is to be read in conjunction with the Warranty Statement.

The Warranty Statement (and this policy) is supplementary to the Australian Consumer Law.

Remember that, in respect of acquisitions by 'consumers' (as defined in section 3 of the Australian Consumer Law), Dayco's goods come with guarantees that cannot be excluded under the Australian Consumer Law. 'Consumers' are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. 'Consumers' 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 conferred on 'consumers' by the Warranty Statement are in addition to other rights and remedies that 'consumers' may have under a law in relation to the goods to which the warranty relates.

For the avoidance of doubt, this policy is subject to any rights and remedies under the Australian Consumer Law.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.