

Meritor Heavy Vehicle Systems Australia Limited ABN 86 004 479 430 50 Calarco Drive Derrimut, Vic, 3030

meritor.com cummins.com

## AFTERMARKET PARTS WARRANTY

This is a limited warranty which applies to new parts sold by Meritor Australia.

#### **Base Meritor Warranty**

Subject to the limitations set out in this document, all standard new Meritor parts attract a one year/unlimited kilometre warranty, with the following exceptions:

- Meritor KPK, ream and no ream, attract a two (2) year/unlimited kilometre warranty.
- Meritor universal joints, MXL and RPL, attract a two (2) year/unlimited kilometre warranty.
- Or as defined in the appropriate product literature published by Cummins Meritor Australia

### **Extended Meritor "Genuine" Warranty**

Subject to the limitations set out in this document, all new Meritor parts labelled as "Genuine" attract a two year/unlimited kilometre warranty from the date of installation, with the following exceptions:

- Carrier, genuine 185/380 attract a one (1) year/unlimited kilometre warranty.
- Alloy wheels attract a five (5) year/unlimited kilometre warranty.
- All "Genuine" parts sold outside of Australia attract a one (1) year/unlimited kilometre warranty.

This warranty covers against defective material or workmanship of the parts where parts are used on vehicles meeting the required specifications for the replacement part. This warranty will not apply under certain circumstances including, but not limited to, normal wear and tear as is applicable to application or damage caused by accident, neglect, abuse<sup>2</sup>, improper installation<sup>3</sup>, maintenance, or repair.

As the exclusive remedy under this warranty, we will, at our option, repair or replace such parts free of charge, or take back the nonconforming parts and refund the monies paid by buyer for such parts, if found on examination by us to be nonconforming (to be decided at our absolute discretion) and if any necessary return charges are prepaid<sup>4</sup>.

If it is necessary to return any parts under this warranty, buyer agrees not to make any deduction and/or set off on account thereof from remittances on current accounts while claims are in the process of disposition. Any expense incurred without our consent for repairs or replacement will not be allowed.

If a warranty claim is to be made, the claim requires to be submitted on the Meritor Warranty Claim form or customers equivalent warranty claim form and returned to <a href="mailto:auswarranty@meritor.com">auswarranty@meritor.com</a>.

A claim form may be obtained through contacting Meritor Aftermarket Customer Service or a Meritor Sales representative or from the Meritor Australia Aftermarket parts website.

Parts are to be retained by the customer until such time the claim has been processed. If parts are not available for return upon request to allow the claim to be adjudicated the claim may be denied.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

Meritor Australia does not cover consequential damage, down time, freight, or towing charges. This does not affect a person's rights under Australian consumer law to make a claim.

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Only parts sold by Meritor Australia, including genuine Meritor and its affiliated brands (Meritor, Euclid), are covered by this aftermarket parts warranty.

#### Notes and further terms:

- 1. Meritor Genuine parts are those parts which have been approved by an OEM for fitment during assembly of the OEM product
- 2. Abuse includes storing parts in a means which may compromise the performance or integrity of the part
- 3. Parts which have a shelf life and are installed past the shelf life will not be warranted
- 4. Labour and other warranty charges are applicable for those customers were a contract or agreement has been made with Cummins Meritor Australia
- 5. Brake drums are warranted for defective material and workmanship, not for in service wear
- 6. Warranty period is either years or kilometres, whichever comes first
- 7. Warranty does not cover wearing components which would be replaced during service and normal wear and tear
- 8. Components must be maintained as per the applicable Meritor service manual, at the required frequency and with the required lubricants as applicable
- 9. Warranty does not cover fluids, oils and greases or any other consumables which are used as part of service
- 10. Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. The original application approval applies to replacement parts and the warranty period shall not be greater than that granted to the product sold to the OEM. Refer to appropriate Meritor product information for specific ratings, service, and other product details and or contact Meritor regarding specific application approval questions
- 11. Warranty repair times are those published by Meritor as agreed with applicable customers

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