

HYUNDAI GENUINE & APPROVED PARTS

WARRANTY AGAINST DEFECTS – TERMS & CONDITIONS

Applicable to Hyundai Genuine Parts and Hyundai Approved Parts purchased from 1 August 2013.

This document sets out the Terms and Conditions of the Hyundai Genuine Parts and Hyundai Approved Parts Warranty provided by Hyundai Motor Company Australia Pty Limited (ABN 58 008 995 588) (Hyundai).

Consumers will have rights and remedies in addition to the warranty provided in this document. This warranty should not be read as excluding, restricting or modifying the rights and remedies of consumers under statute, such as the Competition and Consumer Act 2010.

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.

1. Warranty

For 12 months from the date of purchase of the Hyundai Genuine Part or Hyundai Approved Part from an authorised Hyundai dealer or authorised Hyundai service outlet (Warranty Period), Hyundai warrants that the Hyundai Genuine Part or Hyundai Approved Part will be free from defects arising in workmanship or materials, subject to the conditions outlined under "General Exceptions". If any Hyundai Genuine Part or Hyundai Approved Part is found to be defective in workmanship or materials within the Warranty Period, it will be repaired or replaced free of charge, or at the discretion of Hyundai the purchase price of the Hyundai Genuine Part or Hyundai Approved Part will be refunded.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

2. Limitation of liability

To the extent permitted by law, the owner of the Hyundai Genuine Part or Hyundai Approved Part will bear any costs associated with claiming the warranty. To the extent permitted by law, Hyundai will not be liable for any consequential loss, indirect loss, economic loss, loss of revenue or special loss or damage that may arise from any defect of the Hyundai Genuine Part or Hyundai Approved Part.

3. Procedure to claim warranty

All warranty claims must be made through, and all warranty work must be carried out by, an authorised Hyundai dealer or authorised Hyundai service outlet. Please check Hyundai's website at www.hyundai.com.au to locate your nearest authorised Hyundai dealer or authorised Hyundai service outlet. The relevant authorised Hyundai dealer or authorised service outlet will process the warranty claim. All warranty claims must be supported by valid receipts evidencing the proof of purchase.

4. General exceptions

- a) Some Hyundai Genuine Parts and Hyundai Approved Parts are not compatible with, recommended for or designed for use in all Hyundai vehicles. If a Hyundai Genuine Part or Hyundai Approved Part is fitted to a Hyundai vehicle or other vehicle for which it is not compatible, recommended or designed, this warranty does not apply to that Hyundai Genuine Part or Hyundai Approved Part.
- b) This warranty is cancelled if the Hyundai vehicle to which the Hyundai Genuine Part or Hyundai Approved Part is fitted is written off and/or disposed of by an insurer.

- c) This warranty is not transferable to a new owner of the Hyundai Genuine Part, Hyundai Approved Part or the Hyundai vehicle on which it is fitted.
- d) This warranty does not cover costs (including labour costs) involved in the fitment or re-fitment of any replacement or repaired Hyundai Genuine Part and Hyundai Approved Part to the Hyundai vehicle (unless fitted by an authorised Hyundai dealer or authorised Hyundai service outlet).
- e) This warranty does not apply to deterioration, defects, faults or failures caused by or attributable to:
 - i. usual operating conditions and/or normal or ordinary wear and tear of the Hyundai Genuine Part or Hyundai Approved Part;
 - ii. a failure to have any periodic maintenance or service carried out in accordance with any Hyundai vehicle or parts or accessories manual or instructions document provided with the Hyundai vehicle, part or accessory, or failure to have such periodic maintenance or service performed by an authorised Hyundai dealer where required;
 - iii. negligent or careless driving, any other accident, improper use, misuse or abuse of the Hyundai vehicle on which the Hyundai Genuine Part or Hyundai Approved Part is affixed;
 - iv. negligent use, improper use, misuse or abuse of the Hyundai Genuine Part or Hyundai Approved Part;
 - v. accident, impact, fire, theft, illegal use or malicious damage;
 - vi. any failure to install, fit, use or maintain the Hyundai Genuine Part or Hyundai Approved Part in accordance with the manufacturer's instructions or recommendations, or the use of unsuitable agents, eg, unsuitable cleaning agents;
 - vii. unauthorised modifications to the Hyundai Genuine Part or Hyundai Approved Part or work carried out on the Hyundai Genuine Part or Hyundai Approved Part by a person other than an authorised Hyundai dealer or authorised Hyundai service outlet;
 - viii. deterioration, staining or corrosion of plated parts, paint coatings, rubber or plastic components or soft trim which occur due to normal exposure, general wear and tear and usage;
 - ix. 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, hail, flood, lightning or other acts of God; and/or
 - x. any physical impact or force.

Hyundai Motor Company Australia Pty Limited (ABN 58 008 995 588)
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