

WILDTRAIL STANDARD WARRANTY

TERMS AND CONDITIONS OF WARRANTY

In this Warranty:

We, us, or our means Wildtrail Caravans our contact details are set out at the end of this warranty.

You, or your means the person, organisation or entity specified in the Sales Terms and Conditions.

Goods means the caravan/s supplied to you by us or by our Supplier, pursuant to the Sales Terms and Conditions.

Sales Terms and Conditions means the agreement under which you purchase the Goods.

Supplier means the authorised distributor or retailer of the Goods that sold you the Goods in Australia.

This warranty is attached to and forms part of Sales Terms and Conditions.

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 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 Overview

- 1.1 We provide this Warranty to you in addition to any rights or remedies you have under the Australian Consumer Law or any other applicable law (**Consumer Law Rights**).
- 1.2 Subject to the terms of this Warranty, for the duration of **5-Years Structural on Aluminium Frame, 3-Year structural on Timber frame** and **2-Year Manufacturer Warranty** from the date of collection of the Goods from the Supplier (**Warranty Period**) the Goods prove defective by reason of:
- Workmanship or materials in respect of the structural integrity of the Goods; or
 - Workmanship in respect of the installation of any permanent fixtures in the Goods, walls to Chassis.
 - clause 1.2 excludes Seals & Silicone separating, cupboard doors and draw adjustments, general wear and tear, appliances, batteries, chassis, please refer to clause 1.3.

We will repair the Goods; your Consumer Law Rights may extend beyond the Warranty Period.

- 1.3 Subject to the terms of this Warranty, if during the first 3 months from the date of purchase of the Goods from the Supplier (**Warranty Period**) the Goods prove defective by reason of:
- Seals & silicone –Covered for a period of 3 months from installation period whereby poor installation was a result of a defect or a component problem occurs.

We will repair the Goods. Your Consumer Law Rights may extend beyond the Warranty Period.

- 1.4 If any materials or parts required to facilitate any repair pursuant to clause 1.2 are unavailable or no longer in production, or your model of Goods is no longer available or in production, we will use our best endeavours to use appropriate equivalent materials or parts.

"Specific exclusions apply and are subject to the 1000 kilometres or 3-Month service and every 10,000 kilometres or Annual service, this warranty excludes items subject to normal wear and tear. See Wildtrail Caravans Warranty Terms for more information."

2 Warranty Claims Procedure

- 2.1 To claim the benefit of this Warranty, you must:
- The Client must adhere to the notification requirements specified in clause 3.
 - Wildtrail Caravans must be granted permission by the Client to conduct an inspection of the Products as outlined in clause 3.
 - The Products will be evaluated by Wildtrail Caravans to determine if they meet the criteria for being considered faulty in accordance with clause 4.
- 2.2 For any warranty claim to be valid, the following must be provided:
- Comprehensive information regarding the alleged defect, which may necessitate the submission of photographic or other supporting evidence illustrating the defect.
 - Relevant documentation, including historical and service maintenance records to demonstrate its usage and maintenance history, along with an invoice or receipt as proof of purchase from Wildtrail Caravans.

3 Notification and Inspection

- 3.1 The Client is required to thoroughly examine all Goods immediately upon their collection and before putting them to use.
- 3.2 In accordance with the provisions of these Terms, the Client has the right to reject any Goods that do not meet the standards outlined in clause 1. This rejection must be communicated as follows:
- a) If the defect is evident through normal visual inspection, it should be reported before collecting and moving the Goods from the collection point.
 - b) In the case of a hidden defect, notice of rejection must be given within a reasonable timeframe from the moment the latent defect becomes apparent, and this must occur within the Warranty Period (as specified in clause 1.1).
- 3.3 It is important to note that collecting the Goods is tantamount to accepting them.
- 3.4 Despite the provisions in clause 3.2, Wildtrail cannot be held accountable for defects arising during the collection and/or delivery of the Goods. The Client is responsible for securing appropriate insurance coverage for the Goods from the time they leave Wildtrail's premises. Before collecting the Goods, Wildtrail conducts a factory inspection, and any defects reported by the Client will be assessed in relation to the results of that inspection to determine if they are connected to the collection process. Wildtrail's assessment regarding the cause of defects is conclusive and binding on both parties, unless there is a clear and obvious error.
- 3.5 Upon notifying Wildtrail of defective Goods, the Client must:
- a) Cease using the Goods immediately.
 - b) Make the Goods available to Wildtrail (or an authorized repair agent) for inspection and testing to establish whether they are indeed defective. This includes granting Wildtrail unrestricted access to examine the Goods.
- 3.6 If the Client is aware, or should reasonably be aware, of any defect in the Goods, they must take all necessary measures to minimize any potential loss or damage.

4 Assessment

- 4.1 Wildtrail Caravans retains the prerogative to evaluate the state and age of the Goods before initiating any repair or replacement actions. If Wildtrail Caravans receives notice of defective Goods and reasonably concurs with the defect, it will, at its discretion:
- a) Rectify the defective Goods or the defective component of the Goods and deliver the restored Goods to the Client; or
 - b) Arrange for the substitution or repair of the defective Goods or the problematic component by a qualified repair technician (if applicable), unless legal requirements necessitate a full refund. In cases where sending the Goods back to Wildtrail Caravans is not feasible, Wildtrail Caravans' liability, within the confines of the law, is confined to supplying replacements for any parts proven to be causing the issue (if applicable).
- 4.2 Any replacement of parts or repairs to the Goods must receive authorization from Wildtrail Caravans and must be executed either by Wildtrail Caravans or an accredited third party. Any unauthorized installation of parts or accessories onto the Goods will not fall under the purview of the warranty. Wildtrail Caravans retains the right to substitute defective components of the Goods with parts and components of comparable quality, grade, and composition if an identical part or component is unavailable.
- 4.3 The Client assumes all expenses related to the transportation of the Goods (or the affected part) to and from Wildtrail Caravans. Costs incurred to rectify the issue as agreed upon by Wildtrail Caravans will be borne by Wildtrail Caravans if the warranty claim is upheld. However, should it be determined that the fault is not covered by the warranty claim or was the responsibility of the Client, these expenses will be the responsibility of the Client.
- 4.4 In the event that Wildtrail Caravans consents to visit the Client's premises to investigate a potential warranty issue or for any other reason, the Client is liable for covering all travel, lodging, and daily allowance costs incurred by Wildtrail Caravans' personnel (unless the warranty claim is upheld by Wildtrail Caravans). Should it be established that the fault is not a warranty claim or was the Client's responsibility, Wildtrail Caravans may also bill the Client for the travel and investigation costs in accordance with Wildtrail Caravans' customary hourly rates.

- 4.5 The handling of Goods in accordance with this clause is conditional upon:
- a) The Client's adherence to the other stipulations of this clause (including timely payment);
 - b) Wildtrail Caravans' agreement, based on its reasonable judgment, that the Goods are indeed defective;
 - c) Prompt transportation of the Goods (if necessary) to Wildtrail Caravans; and
 - d) The returned Goods being accompanied by all original delivery documentation.

5 Warranty Exclusions

- 5.1 This Warranty does not cover any defect which is caused (or partly caused) or contributed to, by any:
- (a) act or omission, accident, misuse or negligence by you or any third party not engaged by us;
 - (b) failure on your part to follow any instructions or guidelines (including any manual) provided by us in relation to your Goods or properly maintain your Goods in accordance with any of our instructions, including:
 - i. failure by you to have the Goods serviced as provided for in the instructions or guidelines;
 - ii. the Goods being towed with the incorrect tyre pressure and/or towing equipment;
 - iii. the Goods being taken over unsuitable terrain; and/or
 - iv. Incorrect loading of the Goods
 - v. the maximum payload of the Goods being exceeded;
 - (c) use of your Goods otherwise than for any application or use specified by us;
 - (d) continued use of your Goods (where such use is not reasonable) after any defect in your Goods becomes apparent or would have become apparent to a reasonably prudent person;
 - (e) incorporation or installation of fixtures, appliances or other items into your Goods;
 - (f) any modification of the Goods, including to the plumbing or electrical works of the Goods;
 - (g) failure by you to notify us of any defect in your Goods within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant defect;
 - (h) failure by you to have the Goods serviced;
 - (i) reasonable wear and tear of your Goods;
 - (j) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, infestation by animals, rust, corrosion or other natural disaster, or any other event or circumstance beyond our reasonable control); or
 - (k) installation, repair, replacement, maintenance, altering, overhauling or otherwise compromise of the Goods by you or any person other than us, save as otherwise provided for herein.
 - (l) Defects drawn to the purchaser's attention prior to the purchase, (eg. Ex-display or demonstrator models may have surface scratches, marks or other forms of wear and tear caused when on display or use and would not apply to this warranty)
 - (m) Only Wildtrail Caravans off-road models are designed to travel on and off sealed roads; however, they are not designed to travel over unsuitable 4WD or off-road conditions.
 - (n) Wildtrail Caravans off-road models are not designed for tight, undulating, or extreme four-wheel drive tracks that are unsuitable for trailers (of any size), as a consequence, the caravan should not be used in such conditions and any damage that may occur from use in these circumstances will not be covered under this warranty,
 - (o) Any damage incurred as a result of driving over rough, broken, rocky, jagged, pinnacles and pothole surfaces are excluded from this warranty,
 - (p) Damage or defects in tyre casings, tubes, batteries and appliances manufactured by third parties,
 - (q) Damage caused due to incorrectly driving to road conditions including driving at excessive speed and incorrect tyre pressure in off-road or highly corrugated conditions.

- (r) Towing with an inappropriate hitch or commercial truck
- (s) Driving lights and clearance lights are not covered by the warranty as they are maintenance items.
- (t) Any cause beyond the control of Wildtrail Caravans
- (u) Stone damage to the body, chassis, suspension or under body component,
- (v) Damage caused by travelling through creeks, rivers, floods or the like
- (w) Improper installation of additional equipment or systems or the use of improper fuel or electrical supply,
- (x) Fabrics and components being exposed to dust, dirt and normal wear and tear.
- (y) Wildtrail Caravans following any design or instruction supplied by the Client or as a request of the Client's customisation to the Goods;
- (z) The reported issue with the Goods isn't a defect—it falls within industry standards. This includes doors and drawers needing adjustment after 6 -12 months due to regular wear and tear.

Additional Expenses: Any works or services requested by you to be performed by us that are additional to repairs carried out by us pursuant to clause 1.2 and deemed by us to not be covered under this Warranty may incur additional charges, which we will advise you of prior to commencing those additional work or services. We are under no obligation to perform any additional work or services that you may request.

6 General

- 6.1 This Warranty is only valid and enforceable in Australia and is governed by the laws of Victoria.
- 6.2 It is your duty to thoroughly examine all Goods promptly upon collecting them and before putting them to use.
- 6.3 No third-party reliance: The benefit of this Warranty is for you only, and no other person or third party can rely on or make a claim under this Warranty.
- 6.4 No assignment or transfer: This Warranty or the benefit under this Warranty cannot be assigned or transferred to any other person or third party.
- 6.5 Severance: If any provision (or part of it) under this Warranty is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under this Warranty cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this Warranty and the remaining provisions (and remaining part of the provision) of this Warranty are valid and enforceable.

7 Limitations

- 7.1 Wildtrail Caravans will make no express warranties or representations other than set out in this warranty. Any oral representation or guarantee, which may have been made by dealers or agents or any Wildtrail Caravans employee, is excluded from this warranty.
- 7.2 The repair or replacement of this caravan or part of it is the absolute limit of Wildtrail Caravans liability under this warranty
- 7.3 Wildtrail Caravans does not guarantee a specific tow ball weight, height or payload
- 7.4 Confidentiality is essential in respect to any negotiation on any warranty claim. You agree to keep all communication with Wildtrail Caravans related to the warranty claim strictly confidential save for disclosure to your professional advisors
- 7.5 Wildtrail Caravans is not liable for any representation or misinterpretation made by others including dealers or dealer's agents in relation to the weights, dimensions, capacity, suitability, capability and compatibility of any Wildtrail Caravans product
- 7.6 Wildtrail Caravans does not authorise any person, company or firm to assume for it any obligation or liability in connection with its warranty and no such representation shall be binding on Wildtrail Caravans
- 7.7 Wildtrail Caravans shall not be liable or responsible for any costs associated with the provision of any tow aid, tow hitch or other device utilised for the purpose of towing
- 7.8 From time to time, Wildtrail Caravans may provide information regarding authorised dealerships and accredited repairers located throughout Australia. This is for the purpose of assisting the purchasers requiring servicing or repairs to a Wildtrail Caravans product within but not limited to this warranty. Wildtrail Caravans makes no representation as to the extent or the capacity of any dealership or individual repairer's scope or ability to attend any such servicing or repair. Wildtrail Caravans reserves the right to make alternative recommendations and/or arrangements as may be deemed appropriate so as to render assistance to the purchaser

- 7.9 This warranty shall apply only in respect to the caravan produced by Wildtrail Caravans and bearing the chassis number indicated and/ or appended to this document
- 7.10 This warranty applies only if this caravan has been used solely within Australia and has been used under acceptable conditions before the warranty claim is made.

8 Service Requirements

- 8.1 In order to maintain this warranty, it is the purchaser's responsibility to have all servicing carried out as follows;
- First service, at 1,000 kilometres or three (3) months from the date of purchase;
 - Second Service, twelve (12) months or 10,000 kilometres from the date of purchase; and
 - An annual service as described in clause 7.2 below
- 8.2 You must ensure that your caravan has had an annual service (see clause 7.3 below) within 90 days before or 60 days after each anniversary of the original date of purchase, in order to preserve this warranty, all original service and maintenance invoices must be retained as proof that a full service has been carried out
- 8.3 The annual service must be carried out in accordance with the requirements set by Wildtrail Caravans; the purchaser will be responsible for any costs associated with the required service. If the annual service has been carried out by a selling dealership or authorised service / repair provider then Wildtrail Caravans warrants that the annual service has been performed correctly, if the annual service has been carried out by an unqualified or unregistered repairer / service provider then Wildtrail Caravans would deem this as not acceptable and that the owner of this caravan has not maintained their responsibility to meet the terms and condition of this warranty and will result in the warranty of the products becoming void
- 8.4 Service requirements during a service are as follows;

FIRST SERVICE 1,000 KMS

Must get an wheel alignment after the first 1000kms.

- Check wheel bearings - adjust if necessary
- Check wheel nut tension
- Check tyre pressure and wear pattern
- Check & tighten all suspension & pivot points
- Visual inspection under-carriage
- Check Electric brake system operation
- Check operation of external 12v lights
- Check operation of interior lights
- Check operation of all appliances
- Visual check for moisture in sealing
- Check adjustment of doors, draws, windows and hatches
- Check external silicone (specifically on the roof) due to UV rays
- Check Internal silicone (specifically in the shower mould)
- Inspection for water leaks
- Lubricate stabilizer, jockey wheels & coupling
- Wheel alignment

MAJOR YEARLY SERVICE

(EVERY 12 MONTHS OR EVERY 10,000 KMS)

- Remove, clean, inspect and repack of wheel bearings
- Inspect drum for wearing
- Inspect magnet face for wearing
- Remove magnet and check for wearing on arm and magnet inner
- Inspect brake shoes and grease backing plate
- Inspect bushes for movement
- Inspect springs and suspension system (shock absorbers)
- Check tyre wear and tyre pressures (Including spares)
- Check wind down legs and lubricate
- Check taillights and clearance lights to be in good working order

- Grease coupling and adjust
- Adjust hand brake
- Ensure gas & plumbing lines are secured & routed correctly
- Grease shackle and coupling nipples
- Check adjustment of doors, draws, windows and hatches
- Check external silicone (specifically on the roof) due to UV rays
- Check Internal silicone (specifically in the shower mould)
- Cleaning water tanks and tank sensors
- Lubricate locks, hinges & clean vents
- Electrical wiring is secure & routed correctly

SERVICE 1 | 1,000KMS

Date : _____

Kms : _____

Warranty Items needed: Yes No

Inspectors Signature :

DEALERSHIP STAMP

SERVICE 2 | 10,000KMS / 12 MONTHS

Date : _____

Kms : _____

Warranty Items needed: Yes No

Inspectors Signature :

DEALERSHIP STAMP

Contact us for further details:

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