



Bud RV Pty Ltd ACN 600 544 321 trading as Sundowner RV

Warranty Terms and Conditions – Used caravans over \$30,000.00

This warranty is provided by Bud RV Pty Ltd trading as Sundowner RV (**Sundowner**) to the original purchaser of this used caravan. This warranty is in addition to any rights and remedies you may have under the Australian Consumer Law (as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) (**Australian Consumer Law**).

1. Warranty

In addition to any rights and remedies available under Australian State and Federal legislation (including the consumer guarantees under the Australian Consumer Law) and not excluding or restricting those rights, the original purchaser of this caravan from Sundowner is entitled to receive a 3-month warranty subject to these Warranty Terms and Conditions.

Sundowner offers this warranty with regard to major defects in this used caravan, such as water ingress, appliance failure or mechanical failure which is not caused by misuse of this used caravan. Sundowner warrants to the original purchaser that if an interchangeable part of component of this used caravan becomes faulty in material during the warranty period, Sundowner will at its sole discretion, authorise the repair or replacement of the defective part.

No person is authorised to make any representations of warranty concerning Sundowner except to refer to this warranty terms and conditions. Sundowner makes no express warranties or representations other than those set out in this warranty.

2. Warranty Period

Sundowner provides a warranty to the original purchaser for this used caravan for a period of 3-months from the date of the purchase. The 3-month warranty is not transferable and is only available to the original purchaser.

3. Procedure to claim warranty

- 3.1. All warranty claims must be supported by valid receipts evidencing the proof of purchase.

- 3.2. Upon receipt of a claim, Sundowner reserves the right to assess and inspect the caravan.
- 3.3. If Sundowner determines that the caravan is defective under the terms of this warranty, Sundowner will assist you with the warranty claim. If inspection, assessment and testing results in a finding that the caravan damage is not the result of a defect or failure and is outside the scope of this warranty, Sundowner is entitled to charge you, and you must pay for its time, labour and subsequent repairs (including the cost of an inspection and assessment). These costs are not refundable under this warranty.
- 3.4. All warranty work must be carried out by Sundowner RV at its premises located at 359-367 Lower Dandenong Road, Dingley Village, VIC 3172, unless written approval for an alternative arrangement has been expressly provided by Sundowner RV prior to any work being conducted. Any warranty-related work carried out by other repairers without Sundowner RV's prior written approval will not be reimbursed or paid for by Sundowner RV.
- 3.5. To arrange warranty work, the owner of the caravan must book an appointment with Sundowner RV by contacting its service team directly. Warranty work will be scheduled subject to availability, and Sundowner RV will make all reasonable efforts to complete such work promptly.
- 3.6. Warranty work will be conducted free of charge by Sundowner at its place of business during normal business hours.
- 3.7. Sundowner is not obligated generally or under this warranty to install or fit the same components or parts originally supplied and where appropriate, will instead install or supply current components or parts of similar quality, grade, and composition.
- 3.8. Parts for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts will be of similar quality, grade, and composition.

4. Exclusions

- 4.1. Warranty work excludes any repairs or service required as a result of fair wear and tear, misuse, neglect, unauthorised modifications, or accidental damage to the caravan.

4.2. Warranty work does not apply to normal servicing and to care and maintenance items which are the owner's responsibility including, but not limited to, greasing wheel bearings, greasing and tightening of components, suspension servicing, checking tyre pressure, routine cleaning of vents and filters.

4.3. This warranty is not transferable to any further owner of the caravan.

4.4. This warranty is cancelled if the caravan is written off and/or disposed of by an insurer.

4.5. This warranty is cancelled if:

4.5.1. there has been negligent or careless driving, any other accident, improper use, misuse or abuse of the vehicle attached to the caravan;

4.5.2. there has been negligent use, improper use, misuse or abuse of the caravan;

4.5.3. the caravan has been towed by a vehicle with a harsh suspension or commercial truck or a vehicle not recommended to tow the caravan;

4.5.4. there has been an accident, impact, fire, theft, illegal use or malicious damage to the caravan;

4.5.5. there has been stone or debris impact, hail, windstorm, lightning, external fire or unusual environmental conditions and events; or

4.5.6. there have been unauthorised modifications to the caravan or work carried out on the caravan by a person other than Sundowner RV or the caravan has been modified beyond the manufacturer's specifications or used for hire or commercial purposes.

4.6. All freight, transportation and insurance are the responsibility of the purchaser, as are the costs of sending the caravan to Sundowner. This warranty does not cover, reimburse, or compensate for towing or travel costs to and from Sundowner for inspection, assessment, and repairs.

4.7. This warranty does not extend to reimbursement of costs for accommodation, workshop time, fuel, food/ beverage, income loss, insurances or registration costs claimed as incurred in the course of towing the caravan to Sundowner for servicing or repairs or for expended time.

5. Australian Consumer Law Notice

Your caravan come with guarantees that cannot be excluded under the Australian Consumer Law. Where the Australian Consumer Law applies to your purchase, 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 caravan repaired within a reasonable time if the caravan fails to be of acceptable quality and the failure does not amount to a major failure. If this is not done you are entitled to a refund for the caravan. Please note that as this is a second hand item, you will not be entitled to a refund for problems that you were informed of prior to purchase or you should have noticed when examining the caravan or problems that were indicated in photos or the caravan description on the website or at auction.