



# Bronco

## Warranty Policy

### (Amarok XL & XXL)

1. For the purpose of this warranty policy, the following definitions apply:

a. BRONCO means Bronco Built Pty Ltd (ABN 11 169 617 903) 15 Whyalla CCT, Kelso, NSW 2795 of which this warranty is given by;

b. BRONCO Fitting Agent/Distributor is a someone which has been authorised by BRONCO to sell and or fit BRONCO products;

c. Non-branded Product means product offered for sale by a BRONCO Fitting Agent/Distributor that is not branded BRONCO;

d. Warranty Period is the period that this warranty applies against defects for a BRONCO product, that is set out in paragraph 2;

e. Product Information means information about the BRONCO product which may be contained in: documents provided with the BRONCO product i.e. fitting/installation instructions, application guide, owner's manual, operating/safety guidelines, labels attached to a product, manufacturers manual or maintenance guidelines.

f. Terms and Conditions: The warranties set out are given by BRONCO and applies to new BRONCO Products made to suit the Amarok XL and Amarok XXL, sold on or after 1<sup>st</sup> September 2020.

2. BRONCO warrants your BRONCO product to be free from defects in materials and workmanship for a period of 5 years and unlimited kilometres from the date of purchase. The following exceptions apply:

a. The Paint Warranty is for 3 years with unlimited kilometres.

b. the BRONCO product is used for commercial applications including (without limitation) hire vehicles and use in the mining industry, BRONCO warrants that the BRONCO Product is free from defects in workmanship and materials for 3 years or 100,000 kilometres (whichever comes first) from the date of purchase.

## **Exclusions**

Our warranty does not cover:

- a. Normal wear and tear;
- b. Fitting of the Bronco product other than in accordance with the Product information and all relevant vehicle safety and compliance laws, including incorrect fitting;
- c. Using the Bronco Product other than the for the purpose for which it was originally designed or other than in accordance with the Product information and all relevant vehicle safety and compliance laws, including unusual, improper or negligent use misuse or overloading;
- d. Misuse or neglect of the BRONCO Product, including improper repair or maintenance or failing to repair and maintain:
- e. Alteration, abuse, acts of nature, terrorism, vandalism, collision, road hazards or adverse conditions;
- f. Formal or informal competitive events, such as racing, rallying, hill climbing, speed trails or similar activities: and/or
- g. Using the BRONCO Product in underground mining or other highly corrosive environments.

- h. White rust or corrosion on zinc plated components or fasteners.
- i. Deterioration of aluminium, paint and plastic components caused by (including but not limited to) environmental fallout, stone pecking, hail damage, airborne fall out, scratches, sap, bird, insect and bat droppings, UV damage, oxidisation, salt, harsh chemicals and adhesives.
- j. Damage to paint, aluminium or steel surfaces caused by tonneau covers, cargo nets, load restraints, tray mats or general loads.
- k. Surface corrosion on sheet metal part edges.
- l. Galvanised steel spangle texture visible in the Galvanised Floor.

**3.** It is a condition of the warranty and to be entitled to a warranty claim, that the customer:

- a. have the BRONCO product correctly installed by a fitter authorised by BRONCO or a BRONCO Fitting Agent/Distributor in accordance with the product information;
- b. make a claim within the warranty period;
- c. Provide proof of purchase of the BRONCO product.

**4.** This Warranty will no longer apply where:

- a. the BRONCO product is outside of the warranty period;
- b. BRONCO considers (acting reasonably) there has been damage to the product as a result of an accident;
- c. the BRONCO product has been misused and unusual, improper or negligent use of the product has occurred;
- d. incorrect installation of the BRONCO product;

- e. the BRONCO product has been modified or adapted in any way without BRONCO's express written permission or authority;
- f. the BRONCO product has been loaded with weight in excess of the product information;
- g. there have been alterations to the vehicle from the vehicle manufacturer's specifications, instructions or manual;
- h. The BRONCO product has been used for racing or competition use.

**5. The procedure for making a Warranty Claim is:**

- a. return the product you consider to be defective to the BRONCO Fitting Agent/Distributor that it was purchased from for inspection;
- b. alternatively, go to your nearest BRONCO Fitting Agent/Distributor (details can be found at [www.broncobuilt.com.au](http://www.broncobuilt.com.au) or contact BRONCO Customer Service on 02 6332 3839 or via email at [admin@broncobuilt.com.au](mailto:admin@broncobuilt.com.au));
- c. ensure that you bring your proof of purchase for the BRONCO product to the BRONCO Fitting Agent/Distributor.
- d. The BRONCO product will be reviewed, and you will be advised if the conditions of this warranty have been met.

**6. BRONCO will not be liable to you or any third party in respect of any claim for injury, death, loss or damage to any person or property caused or arising out of the use of products sold by us, except to the extent that liability is imposed upon us by any statutory provisions that cannot be excluded.**

7. Whilst BRONCO ensures all our products comply with relevant mandatory product safety standards, it is the sole responsibility of the purchasers to ensure their purchased product is suitable for use under the relevant law and regulations in their respective jurisdictions.

8. When a customer's warranty claim is accepted for defects in material or workmanship, BRONCO (at its own discretion) will provide a repair or replacement.

9. Any expenses incurred in making or pursuing a claim under the warranty (including the costs of delivering the product considered to be defective to BRONCO) is at the customer's own expense.

10. All non BRONCO branded products offered for sale by a BRONCO do not carry a BRONCO warranty however, the product may be covered by that Suppliers warranty.

11. For claims under warranty for products purchased outside of Australia, BRONCO will comply with any statutory provisions that cannot be excluded by agreement, in the country of purchase.

## WARRANTY MAINTENANCE REQUIREMENTS

It is good practice to regularly check all bolts and mounting points to make sure they are secure, for all accessories fitted to your vehicle.

## AUSTRALIAN CONSUMER LAW

This BRONCO warranty is in addition to any rights which you may have under the Competition and Consumer Act 2010 (Cth) which cannot be excluded by agreement. ›

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 acceptable quality and the failure does not amount to a major failure.