

# Warranty Terms & Conditions



# bravoauto 6 Month/8,000 km Warranty

Our vehicles come with a free 6 month/8000 km (whichever comes first) warranty (Warranty) provided that at the time of sale the vehicle is under 10 years old and has not travelled more then 160,000 km. This Warranty has been designed to provide You with additional protection against any defects or failure of Your Vehicle.

These Terms and Conditions apply to the 6 month/8000 km (whichever comes first) warranty. To access these benefits, You agree to be bound by these Terms and Conditions (and the other terms and conditions and policies referred to in these terms and conditions and any other notices) as amended from time to time.

The Warranty applies in addition to the guarantees, rights and remedies conferred by the Australian Consumer Law and other applicable Commonwealth, State and Territory legislation. The Warranty does not exclude, affect or limit those guarantees, rights or remedies, except to the extent that their application may lawfully be excluded or limited. In particular, 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

This Warranty is issued by Trivett Automotive Retail Pty Ltd trading as bravoauto in connection with the purchase of Your Vehicle.

# 2. Eligible Vehicles

Vehicles which are purchased through bravoauto and are under 10 years old and have not travelled more than 160,000 km as at the time of sale.

# 3. Commencement Date

This Warranty is free and commences on the date of Delivery.

# 4. Definitions

- (a) 'Components and/or Parts': Means any component or part, including both electrical and mechanical components or parts of the Vehicle that were part of the Vehicle upon the Warranty commencement date, but excludes any modifications that are made after purchase.
- (b) 'Delivery': Means the day on which You take physical possession of the Vehicle.
- (c) 'Mechanical Breakdown': Means the failure of the Components and Parts causing the Vehicle to stop working as it is intended to and requiring repair or replacement.
- (d) 'Normal Wear and Tear': Means any Components and Parts that naturally and inevitably require replacing as a result of normal wear and tear commensurate with age and mileage of the Vehicle.
- (e) 'Privacy Regulations': Means the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- (f) 'Privacy Policy': Means our privacy policy available at www.bravoauto.com.au/privacy-policy
- (g) 'Purchase Contract': Means the contract for the sale and purchase of the Vehicle naming You as the purchaser and Bravoauto as the vendor.
- (h) 'Vehicle': Means the Vehicle You have purchased from bravoauto, the details of which are set out in the Purchase Contract.
- (i) 'Warranty': Means the information, terms and conditions and representations contained within this document.
- (j) 'Warranty Period': Means the period commencing on the date of Delivery and expiring on the date that is 6 months from the date of Delivery or when the vehicle has travelled 8000 km after the date of Delivery (whichever occurs first).

# 4. **Definitions** continued

- (k) 'We/Us/Our/Bravoauto': Means Trivett Automotive Retail Pty Ltd 000 806 904 trading as bravoauto.
- (I) 'You/Your': Means the purchaser and owner of the Vehicle as set out on the Purchase Contract to whom these terms and conditions apply.

#### 5. What the Warranty Covers

This Warranty covers the repair costs for any Mechanical Breakdown of the Components or Parts with regards to Brakes, Suspension, Drivetrain, Steering system, Differential, Driveshaft, Engine, Cooling system, Ignition System, Fuel system, Timing belts, Transmission, Gearbox and Clutch.

#### 6. Service Requirements

All services and maintenance must be carried out by a licensed mechanic and the costs involved in servicing and maintaining Your Vehicle are not covered under this Warranty and must be paid by You. In order to make a claim under this Warranty, You must service Your vehicle in accordance with the timelines, directions and recommendations prescribed by the manufacturer of the Vehicle.

# 7. How to Make a Claim

To make a successful claim prior to any work, repairs or maintenance being conducted on the Vehicle, You must: Contact bravoauto on 1800 330 733 for details of the next steps.

#### 8. Where to go to for warranty repairs

To make a claim under the Warranty, you must take your vehicle the selling bravoauto Retailer. The selling bravoauto Retailer will honour the Warranty, and will be happy to repair, replace or adjust free of charge any part or accessory responsible for a Mechanical Breakdown.

# 8. Where to go to for warranty repairs continued

Proof of purchase may be required at the time of making your claim. Please note that bravoauto is not able to reimburse the cost of replacements or repairs carried out by a person other than the selling bravoauto Retailer, except where express prior APPROVAL for those replacements or repairs has been obtained.

# 9. Questions and further information

This Warranty is provided by Trivett Automotive Retail Pty Limited trading as bravoauto of Level 2, 4 Burbank Place Baulkham Hills NSW 2153. If you have any questions regarding the Warranty please call us on 1800 330 733 or email us at: enquiries@bravoauto.com.au

# 10. Exclusions

#### This Warranty does not cover:

- (a) Consequential loss: Claims relating to any indirect or consequential loss (including but not limited to loss or destruction of, or damage to any property),
- (b) Continued operation: Any damage or repairs required as a result of continued operation of the Vehicle once a defect or fault has occurred (including loss of lubricants and coolant).
- (c) Fluids and lubricants: Any claim caused by the contamination of and/or any failure to maintain proper levels of any fluids or lubricants; and/or any failure caused by the incorrect grade.
- (d) Fuel: Any Mechanical Breakdown caused by detonation, and/or failure caused by poor quality fuel, or the incorrect grade of fuel. This includes damage caused by lead replacement and/or Diesel Engine low-sulphur fuel and any non-proprietary bio fuels.
- (e) Misuse: Failure to follow or exceeding the Vehicle manufacturer's operating guidelines.
- (f) Modified vehicles: Claims relating to any failure as a result of alteration or modification to the

# 10. Exclusions continued

Manufacturer's specifications or Vehicle's used for racing competitions, rallies, motor sporting events or any damage arising out of off-road use.

- (g) Normal maintenance or Abuse: Any maintenance or lack of maintenance, abuse, adjustment, software upgrade, modification and/or re-programming.
- (h) Normal wear and tear: Failure of any Component and/or Parts caused by Normal Wear and Tear. The deterioration in performance of any Component and/or Part over time may result in it becoming noisy and as such, does not necessarily constitute a sudden and unforeseen failure.
- (i) Oil usage: Incorrect engine oil has been used.
- (j) Other incidents: Failure caused by collision or accidental damage, fire, overheating, theft, misuse, neglect, abuse, negligence, personal injury or property damage, rust, corrosion, contamination, flood, submersion and water ingress.
- (k) Service breach: Where You exceed the service requirements intervals, the Warranty ceases to have effect and any work carried out on the vehicle by a person other than an authorised Mechanic.
- (I) Paint, trim and other appearance items.
- (m) Vehicle Maintenance: Any items that require replacement as part of normal Vehicle maintenance. These include (but are not limited to) spark plugs and leads, tyres, glow plugs, belts, timing belt, timing chain maintenance, oil, filters, wipers, filters, hoses, brake and clutch linings, brake pads, disc rotors and/or disc or drum machining, batteries and globes.
- (n) Vehicle(s) with faulty odometer: Claims relating to any Vehicle where the odometer has been tampered with, is faulty or inoperative prior to or during the Warranty Term.

# 11. General

Bravoauto maintains the right to amend these Terms and Conditions (including without limitation adding or removing eligible vehicles, varying or withdrawing the Warranty) from time to time without notice. Amendments to the Terms and Conditions will be published at www.bravoauto.com.au/terms-andconditions and will take effect immediately on their publication, unless otherwise stated.

# 12. Privacy

Any personal information that we collect about You is protected under the Privacy Regulations and will only be used in accordance with our Privacy Policy. We use this information that we collect from You to administer this Warranty. If You do not provide the information that we require, we may not be able to provide the Warranty to you.

We may disclose Your personal information to anyone identified in our Privacy Policy, including to authorised repairers in the event that you make a claim under this Warranty. Any of Your personal information that is held by a third party will be held, used and disclosed only in accordance with the Privacy Regulations.

#### 13. Rights under Australian Consumer Law

The Vehicle You have purchased through Bravoauto comes with certain protections under the Australian Consumer Law. More information can be found at https://www.accc.gov.au/system/files/1449\_ACL%20 Motor%20vehicle%20sales%20and%20repairs\_FA\_WEB.pdf.

# 14. Rights under Statutory Warranty

The Vehicle You have purchased through Bravoauto comes with certain dealer statutory warranty. These warranties are in addition to the consumer guarantees. For more information on statutory warranties that apply to Your Vehicle, check with your state or territory consumer protection agency or licensing authority.



bravoauto.com.au