

# WARRANTY STATEMENT

These warranty terms form part of the contract between you and Ambush Campers Pty Ltd (47653835244) Trading as ModCon RV for the purchase of your new Off-road Hybrid Camper or Caravan. Please read these Warranty Terms carefully. Should you have any questions relating to this warranty please contact us.

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.

Our liability is limited, to the extent permitted by the Australian Consumer Law, to the repair or replacement of the RV or of a component.

Subject to the Australian Consumer Law we will not be liable for any consequential loss caused as a consequence of the failure of the RV or component. In particular, we will not be liable for any transport, accommodation, towing or recovery costs, damage to the tow vehicle or for the damage to any items that were in the trailer which were not part of the trailer.

Ambush Campers Pty Ltd warrants the original purchaser that all parts of our manufacture are free from defects in material and workmanship for a period of 12 months from the date of purchase under normal use and specified service, except with regard to the structural integrity of the drawbar and chassis, for which this warranty shall continue for a period of 5 years from the date of purchase.

Under this warranty, if any part of your RV is proven to be defective in material or workmanship during the 12 month warranty period, Ambush Campers Pty Ltd will, at its sole discretion, either: replace or repair the camper or caravan or the defective part of the camper or caravan except for items listed under "Validity of claims" and "What is not covered" and subject to compliance with the section entitled "What you must do".

Ambush Campers Pty Ltd reserves the right to make changes and improvements without notice and without liability. Ambush Campers Pty Ltd has no obligation for warranty proposes to install the same components originally supplied, and where it is appropriate shall instead install or supply current components of similar quality, grade and composition. 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.

We shall not be liable, (in part or whole) for any warranties, either expressed or implied, made by agents or resellers unless we give an express written agreement to be bound by such a warranty, and such liability shall be strictly limited to the extent of that written agreement. Such unauthorised claims shall be the responsibility of the agent or reseller only.

## VALIDITY OF CLAIMS

1. Claims under this Warranty may only be made by the original purchaser of the item in question.
2. This warranty is not transferable under any circumstances. If the item is sold to a third party by the original purchaser, then this warranty is terminated immediately for that item, and the original purchaser shall make no claims or be eligible for any claims on behalf of the new owner.
3. This Warranty does not cover damage due to unauthorised modifications, misuse, abuse, incorrect assembly, improper or irregular maintenance, or accident or collision. Without limiting the generality of this clause, some examples of circumstances that may cause damage not covered by warranty include:
  - Failing to have your RV serviced or perform regular basic maintenance as indicated in the manual;
  - Taking your RV through any environment or over any surface which the manual indicates the product was not designed for. As an example, if you partially submerge the camper or caravan, you will not be able to claim for resulting water damage;
  - ModCon RVs have been designed for recreational use and not for permanent residential purposes. When used for permanent living you will not be able to claim for premature wear and tear.
  - Where the RV is rented, hired or otherwise used for commercial purposes.
  - Exceeding the load limits for your RV will cause strain on parts of the vehicle. The advertised load limits are for a load distributed evenly across the camper or caravan, and you may overload the camper or caravan at lesser weights if the weight is disproportionately placed in one part of the camper or caravan. You may not be able to claim for any failure or resulting damage caused or contributed to by such overloading.
  - ModCon RVs are designed and built to be towed by standard passenger vehicles including standard 4WD passenger vehicles. Ambush Campers Pty Ltd will not warrant the RV if it is towed behind commercial trucks of any kind due to the harsh suspension that is used to carry weight, not for towing.
4. This warranty shall not apply to normal maintenance items which are the owner's responsibility, such as greasing wheel bearings and tightening wheel nuts.
5. Fabric and Leather items such as canvas, canopies, window screenings, awnings, cushion and mattress covers are not warranted against tears, punctures, shrinkage, softening, fading or soiling.
6. Damage caused by condensation being left untreated is not covered.
7. Deterioration of sealants over time is not covered.
8. This warranty does not apply to any defect in aesthetics or physical appearance of the RV, or to normal deterioration of the soft trim and appearance due to wear and UV exposure nor to impact damage whether static or in transit.
9. If we approve a warranty claim, then the work performed to remedy that claim must be performed either by us or by a person whom we approve in writing to do that work. If you have rectification works performed by an unapproved third party, whether under an approved warranty claim or otherwise, then we may not be responsible for the costs of those works and this Warranty shall not cover those works, or any damage or loss of value arising from those works.

## WHAT IS NOT COVERED

1. Repairs and additions that are not authorised by Ambush Campers Pty Ltd
2. Accident, theft or fire
3. Stone strike, hail, windstorm, lightning, external fire or any unusual environmental conditions.
4. Water ingress from floods or deep-water crossings
5. Incursion by vermin and other pests
6. Wheel alignment
7. Any alternate accommodation costs whilst repairs are undertaken.
8. Rust
9. Wheels and Tyres
10. Paint
11. General consumables (e.g bearings, light bulbs, brake linings, shock absorbers etc)
12. Zips, Mesh or screens

## LIMITATIONS OF LIABILITY

Except as otherwise required by law, your remedy if we accept a warranty claim will be limited to our choice between repair works with our chosen repairer, replacement goods, or a refund, as we reasonably consider appropriate to rectify the basis of the claim.

If we accept a warranty claim arising from a major failure, or for which we cannot provide a remedy in a reasonable time, then you may be entitled to a refund for that product. You will not be entitled to a refund or a replacement if the product has become damaged while within your care unless that damage is limited to fair wear and tear and damage caused by a defect and not contributed to by your actions or neglect.

You agree that, to the greatest extent permitted by law, we shall not be liable for consequential or special damages of any kind, including aggravated, punitive, or exemplary damages. Without limiting the generality of this clause, you agree that our liability shall be limited in all cases to the amount you paid for the products underlying a claim.

## OFF-ROAD POLICY

ModCon RV's range of RVs have been designed and constructed to give added strength and ground clearance and durability for unsealed road usage. Under no circumstances should these RVs be exposed to water crossings at or above body floor level.

We strongly recommend towing at a safe speed according to road and weather conditions with extra care and attention required on rough surfaces. Tyre pressures are an important factor in off-road travel and need to be adjusted accordingly.

ModCon RVs are not designed for tight, undulating or extreme 4WD tracks that are unsuitable for trailers. Therefore, they should not be used on such tracks, and any damage that occurs from unreasonable use is not covered under warranty.

## WHAT YOU MUST DO

As a new owner of a ModCon RV, you are responsible for regular and proper maintenance. This will help prevent conditions arising that are not covered by your warranty.

All warranty claims must be made in writing. For the purposes of this warranty, the term "writing" includes emails.

If a problem arises, contact the ModCon RV dealership where you purchased your RV

ModCon RV – [sales@modcon.com.au](mailto:sales@modcon.com.au)

Ozzie Camper Trailers - [mail@ozziecampers.com.au](mailto:mail@ozziecampers.com.au)

Melbourne Camper Trailer Centre – [service@melbournecampertrailers.com](mailto:service@melbournecampertrailers.com)

Camperact – [sales@camperact.com.au](mailto:sales@camperact.com.au)

ModCon RV reserve the right to seek proof of purchase to approve any warranty claimed and may reject any claim if such proof is unable to be provided by the original purchaser.

You must make the RV or component concerned available for inspection by us, at the premises from which the trailer or component was purchased before we will accept any warranty claim. Also known as a back to base warranty.

Any component, which we authorise you to replace under this warranty, must be returned to us for inspection and will become our property after replacement. You agree to promptly deliver these components to us at your expense.

You must pay the costs of returning the RV or component to us when making any warranty claim, and you must also bear the costs of returning the RV or component to you after it has been repaired or replaced by us.

## LODGING A CLAIM

If you purchased an RV which you believe is covered by warranty, and you become aware of something you believe to be a defect or damage resulting from a defect, then you should follow the process set out below to obtain the fastest response and greatest chance of having your claim approved:

1. As soon as reasonably possible after becoming aware of what you believe to be a defect or damage caused by a defect, lodge a warranty claim via the emails above. You must include photographs of the defect or damage caused by the defect.
2. Once we receive a warranty claim, we will respond in one of three ways. We will either accept the claim, reject the claim, or ask for further information to allow us to decide whether to accept or reject the claim. If a claim consists of multiple parts, we may give different responses to different parts.
  - If we accept a claim, we will notify you of the acceptance, and schedule an appointment convenient to both parties.
  - If we reject a claim, we will notify you of the rejection and explain the reasons for the rejection. You may provide us with further information or explanations to appeal the rejection by email, but providing us with further material may not change the result;
  - If we have insufficient information to either accept or reject a claim, we will ask you to provide us with more information to allow us to make that decision. We may require any kind of information which we consider to be relevant to the decision, which may involve questions about the use of the products, photographs of the products, the maintenance history of the products, or you may be required to supply the product or part of the product for further assessment prior to a decision. If you fail, neglect, or refuse to provide us with information which we reasonably require to process your claim, we may reject the claim based on that lack of information.
3. If you act or fail to act in a way that either prevents us from determining the true cause and extent of the subject of a claim or which substantially constraints or limits our capacity to provide a remedy, this will adversely affect the handling of your claim. As examples of such conduct:
  - If you arrange for repair works before we can assess a product, we may not be able to determine whether the repair works were covered by a warranty, or may not be able to provide the appropriate remedy after those works;
  - If you do not notify us of a claimable matter without delay, we will not be liable for damage caused by the delay, and we may not be able to determine the initial cause of the damage once time has aggravated it; and
  - If you refuse to allow us to access the product for the purposes of assessing a claim, we may reject the claim on the basis that we have insufficient information.
4. If you provide us with false, misleading, or selectively incomplete information, we may reject that application on that basis, even if you subsequently correct the information. If you are unsure whether the information is relevant, include it in your application and we will assess its relevance.

Any valid warranty claim approved by Ambush Campers Pty Ltd does not in any way or under any circumstance imply an extension or renewal of the warranty period.