

HYUNDAI GENUINE ACCESSORIES

WARRANTY AGAINST DEFECTS – TERMS & CONDITIONS

Applicable to Hyundai Genuine Accessories purchased from 1 August 2013.

This document sets out the Terms and Conditions of the Hyundai Genuine Accessories Warranty provided by Hyundai Motor Company Australia Pty Limited (ABN 58 008 995 588) (Hyundai).

Consumers will have rights and remedies in addition to the warranty provided in this document. This warranty should not be read as excluding, restricting or modifying the rights and remedies of consumers under statute, such as the Competition and Consumer Act 2010.

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

For the applicable “warranty period” described in paragraph 2, Hyundai warrants that any Hyundai Genuine Accessory purchased from an authorised Hyundai dealer or authorised Hyundai service outlet will be free from defects arising in workmanship or materials, subject to the conditions outlined under “General Exceptions”. If any Hyundai Genuine Accessory is found to be defective in workmanship or materials within the applicable warranty period, it will be repaired or replaced free of charge, or at the discretion of Hyundai the purchase price of the Hyundai Genuine Accessory will be refunded.

2. Warranty Periods

a) FITMENT BY AN AUTHORISED HYUNDAI DEALER OR SERVICE OUTLET DURING HYUNDAI VEHICLE’S WARRANTY PERIOD:

For Hyundai Genuine Accessories fitted to the Hyundai vehicle by an authorised Hyundai dealer or authorised Hyundai service outlet during the Hyundai vehicle’s warranty period (as determined by Hyundai in accordance with the Hyundai vehicle service passport), the applicable warranty period is the longer of the following:

- i. period commencing from the date of fitment of the Hyundai Genuine Accessory until expiry of the relevant Hyundai vehicle’s warranty period; or
- ii. period of 12 months from the date of fitment of the Hyundai Genuine Accessory.

b) FITMENT BY AN AUTHORISED HYUNDAI DEALER OR SERVICE OUTLET AFTER EXPIRY OF HYUNDAI VEHICLE’S WARRANTY PERIOD:

For Hyundai Genuine Accessories fitted to the Hyundai vehicle by an authorised Hyundai dealer or authorised Hyundai service outlet after expiry of the Hyundai vehicle’s warranty period (as determined by Hyundai in accordance with the Hyundai vehicle service passport), the applicable warranty period is 12 months from the date of purchase.

c) NOT FITTED BY AUTHORISED HYUNDAI DEALER:

For Hyundai Genuine Accessories which are purchased (whether or not during the Hyundai vehicle’s warranty period) at an authorised Hyundai dealer or authorised Hyundai service outlet but not fitted to the Hyundai vehicle by an authorised Hyundai dealer, the applicable warranty period is 12 months from the date of purchase.

3. Limitations of liability

To the extent permitted by law, the owner of the Hyundai Genuine Accessory will bear any costs associated with claiming the warranty. To the extent permitted by law, Hyundai will not be liable for any consequential loss, indirect loss, economic loss, loss of revenue or special loss or damage that may arise from any defect of the Hyundai Genuine Accessory.

4. Procedure to claim warranty

All warranty claims must be made through, and all warranty work must be carried out by, an authorised Hyundai dealer or authorised Hyundai service outlet. Please check Hyundai’s website at www.hyundai.com.au to locate your nearest authorised Hyundai dealer or authorised Hyundai service outlet. The relevant authorised Hyundai dealer or authorised Hyundai service outlet will process the warranty claim. All warranty claims must be supported by valid receipts evidencing the proof of purchase and, where applicable, fitment of the relevant Hyundai Genuine Accessory.

5. General exceptions

- a) Some Hyundai Genuine Accessories are not compatible with, recommended for or designed for use in all Hyundai vehicles. If a Hyundai Genuine Accessory is fitted to a Hyundai vehicle or other vehicle for which it is not compatible, recommended or designed, this warranty does not apply to that Hyundai Genuine Accessory.
- b) This warranty is cancelled if the Hyundai vehicle to which the Hyundai Genuine Accessory is fitted is written off and/or disposed of by an insurer.
- c) This warranty is not transferable to a new owner of the Hyundai Genuine Accessory or the Hyundai vehicle on which it is fitted.
- d) This warranty does not cover costs (including labour costs) involved in the fitment or re-fitment of any replacement or repaired Hyundai Genuine Accessory to the Hyundai vehicle (unless fitted by an authorised Hyundai dealer or Hyundai service outlet).
- e) This warranty does not apply to deterioration, defects, faults or failures caused by or attributable to:
 - i. usual operating conditions and/or normal or ordinary wear and tear of the Hyundai Genuine Accessory;
 - ii. a failure to have any periodic maintenance or service carried out in accordance with any Hyundai vehicle or parts or accessories manual or instructions document provided with the Hyundai vehicle, part or accessory, or failure to have such periodic maintenance or service performed by an authorised Hyundai dealer where required;
 - iii. negligent or careless driving, any other accident, improper use, misuse or abuse of the Hyundai vehicle on which the Hyundai Genuine Accessory is affixed;
 - iv. negligent use, improper use, misuse or abuse of the Hyundai Genuine Accessory;
 - v. accident, impact, fire, theft, illegal use or malicious damage;
 - vi. any failure to install, fit, use or maintain the Hyundai Genuine Accessory in accordance with the manufacturer’s instructions or recommendations, or the use of unsuitable agents, eg, unsuitable cleaning agents;
 - vii. unauthorised modifications to the Hyundai Genuine Accessory or work carried out on the Hyundai Genuine Accessory by a person other than an authorised Hyundai dealer or authorised Hyundai service outlet;
 - viii. deterioration, staining or corrosion of plated parts, paint coatings, rubber or plastic components or soft trim which occur due to normal exposure, general wear and tear and usage;
 - ix. environmental conditions, including acid rain, industrial fall-out, salt, sand, stones, tree sap, bark or leaves, bird, animal or insect droppings or other damage, windstorm, hail, flood, lightning or other acts of God; and/or
 - x. any physical impact or force.