

# Warranty Policy

At AFN we pride ourselves not only in our quality of our products but also on our customer service.

You can be assured that every AFN part is manufactured to the highest possible standard, using all of our experience in manufacturing and forming steel.

## Our Warranty Policy States the following:

The AFN 4X4 AUSTRALIA Product is free from defects in workmanship and materials for the Warranty Period. Warranty period is stated below.

AFN 4x4 Australia will, at its sole discretion, repair or replace any products supplied by it which are found to be defective in either materials or workmanship providing that AFN 4x4 Australia is notified in writing from our Dealer within seven (7)days of being notified of the defect. In addition, the claim must fall within the warranty period.

Any claim not made within this period shall conclusively be deemed waived by the Buyer.

Any repair or replacement is preconditioned on the examination of the goods by AFN 4x4 Australia and, if requested by AFN 4x4 Australia return of the goods to AFN 4x4 Australia at the Dealers Expense or unless by mutual agreement as to the apportioning of the costs.

The product warranty covers 2 separate areas, namely the product itself by means of a structural warranty and secondly the surface coating warranty.



## **Product Warranty**

## Application:

The following must apply:

- 1. You must fit the AFN 4X4 AUSTRALIA Product in accordance with the Product Information and all relevant vehicle safety and compliance laws; and
- 2. You must use the AFN 4X4 AUSTRALIA Product for the purpose for which it was originally designed and in accordance with the Product Information and all relevant vehicle safety and compliance laws.

#### Fitment:

The following must apply:

- It is recommended that the product be fitted by one of our authorised dealers, a list of which can be obtained from our website <u>www.afn4x4.com.au</u>. AFN4x4 Australia has a adopted the Dealer Distributed product policy. This policy has been adopted to minimise the risks associated with warranty claims. When purchasing an AFN Product through a Dealer the Consumer has a point of contact and in the event of a claim can assist in achieving a resolution.
- 2. As such all claims must be directed through the place of purchase. Please see the consumer protection clause below.
- 3. The product must not be modified in any way or form from the original supply.
- It is up to the Dealer to ensure that the correct product is being fitted to the respective vehicle. Please pay particular attention to model changeover years as this is where most errors occur. It is up to the customer to ensure they are familiar with their vehicles features and model code.
- 5. When Accessories such as lights and Antennas are fitted to the Product then it is up to both the Dealer and Consumer to ensure that the risk of such devices are fully understood. Please see the paragraph below related to Fitment of Accessories.

#### Purchasing and Fitting the product other than through a Dealer.

- 1. When purchasing our product, and undertaking the fitment yourself, it is then understood that you have sufficient experience and knowledge in relation to undertaking such a task.
- 2. Under these circumstances you must also understand the associated risks and as such the conditions of Warranty will fall on the individual undertaking the fitment process.
- 3. AFN 4x4 Australia and Associated Companies will not be held responsible for any damages caused to the vehicle or resultant damages as a result of fitment and or application thereof.
- 4. The Product itself is still covered by our Standard Warranty conditions as listed here within.



## Application

The Following must apply:

- 1. The product must not be used in any form of competition or extreme events including but not limited to racing, rallying, hill climbing trials or any similar activity.
- 2. Under no circumstances must the product be used for any other purpose other than the intended use.
- 3. The product must not be used in any corrosive environment including areas of high concentration of salt levels and or PH levels.
- 4. The product is not intended to be used in below surface mining.
- 5. The product must be maintained and should not be neglected, this includes maintaining the surface covering. Neglect is a form of misuse.
- 6. The product must not be overloaded. The term overloading is a general term and covers all products but is not limited to areas such as Light Mounts, Antenna Mounts, Winch Mounts, Towing products, Underbody protection and Side protection products.

#### Surface Coating

All AFN 4x4 Steel Products are coated in a powder coat finish.

The application of the powder is applied in two separate coats namely an undercoat which is a high-level etching product and a final topcoat which is the final protective coating.

The colour of the topcoat is primarily black. AFN 4x4 Australia does however reserve the right to change the topcoat to suit different qualities and finishes. These changes are typically done as improvements to the products.

Where a customer chooses to have the colour of the product changed to suit or match the colour of their vehicle, then this change is an agreement between the dealer and the end user and as such the warranty is covered between the Dealer and the end user. Under no circumstances will this warranty be covered by AFN 4x4 Australia.

Due to the nature of our product and the exposure to the elements and road conditions it is expected that from time-to-time certain damages such as chips and weathering can occur. It is up to the customer to ensure that any damages that may expose the base material of the product be maintained or repaired to prevent corrosion to the product.

During the fitting of the product, there may be instances where the surface coating could get damaged. It is imperative that these areas are repaired during the fitting stages. Areas left unattended may cause corrosion.

The warranty does not cover exposure to high concentrations of salt and PH levels. It is up to the customer to ensure that any preventative measures are adhered to, and to ensure that level of protection required to maintain the quality and aesthetics of the product is upheld.

Please note that, salt water, when left to dry on the surface of our product will discolour the final coat and may cause permanent damage.



## Exclusions

Our warranty does not cover the following.

- 1. Normal wear and tear,
- 2. Fitting of the AFN 4X4 AUSTRALIA Product other than in accordance with the Product Information and all relevant vehicle safety and compliance laws, including incorrect fitting,
- Using the AFN 4X4 AUSTRALIA Product other than 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 or misuse or overloading,
- 4. It is recommended that all products Sold by AFN4x4 be fitted by an AFN 4x4 Australia Dealer.
- 5. Misuse or neglect of the AFN 4X4 AUSTRALIA Product, including improper repair or maintenance or failing to repair and maintain.
- 6. Modification, Alteration, abuse, acts of nature, road hazards or adverse conditions, terrorism, vandalism and or collision.
- 7. Any form of competitive event, whether formal or informal including extreme operating environments and or conditions but not limited to events, such as racing, rallying, hill climbing, speed trials or any similar activities.
- 8. Using the AFN 4X4 AUSTRALIA Products in any corrosive environment including areas of high concentration of salt levels and or PH levels.
- 9. Using the AFN4x4 Product in below surface mining.

## Other

#### **Recovery Points**

The terms "Recovery Point" and "Rated Recovery Point" has often been misused or misguided in its application and or meaning.

When used as a term "Rated" then this must be followed by a rating appropriate to its use.

Where AFN uses the term "Rated Recovery Point" then this rating is limited to the GVM of the vehicle only. Please do not confuse this with GCM or "Upgraded" Mass conversions.

This rating typically has nothing to do with the strength of the product but has more to do with the allowable loading of the vehicle structure.

Please note that the AFN "Rated Recovery Points" are designed as Winch Recovery points and the design was not intended for "Snatch" type recoveries.



## Fitment of Accessories

Although our product has been designed to fit accessories such as Driving lights and Antennas, it is recommended that you first ensure your local bylaws are met. There are numerous laws governing the use, mounting and quantity of both Driving Lights and Antennas. AFN 4x4 Australia will not be held responsible for any infringements related to the fitting of Accessories to our products.

When fitting Accessories, it is important that you fully understand the conditions and consequences that could result from incorrect fitment of Driving Lights and Antennas.

There is a common misconception in the industry that no matter what Type and Style of Driving Light and or Antenna that is fitted to a Bullbar that the mounting arrangement should be able to withstand the forces generated by these products in all types or driving conditions. There are several factors that need to be considered and it is advisable to seek confirmation from the Dealer Fitting the Product that they fully understand the risk associated with the mounting of Lights and Antennas.

The most common failure in relation to driving lights and Antennas is Fatigue. Fatigue is where the design limits of the material are exceeded resulting in cracking and failure of the mounting arrangement. Simply put, if you have a product mounted to the Bullbar and it is vibrating then there is fatigue. To stop the fatigue the vibration needs to be eliminated.

Bullbars and their mounts do not just crack or fail on their own, they are subjected to external Forces typically generated through vibration.

Another element that is sometimes overlooked, is that of the overhung load in relation to the mounting points. If the Lights or Antenna mounts causes any form of Bending Moment in relation to mounting holes and offset to the vertical, then this should be seen as a potential to increase the forces around the mounting holes.

Although Every Effort is made to ensure the mounting Holes and Tabs in our Bullbars are designed to support Lights and or Antennas, AFN 4x4 Australia will not be held liable for Any damages in relation to the Mounting arrangements of both Driving Lights and or Antennas.

The Mounting of Accessories is typically a conscious decision and as such the Consumer is liable to ensure that they fully understand their actions and decisions in relation to the mounting of Accessories.

Please also note that the mounting and use of Winches falls within this category and similar conditions apply.

AFN 4x4 Australia is happy to provide guidance in relation to the mounting of accessories.



## **Consumer Laws**

The great thing about living in Australia is that each customer is protected by the Australian Consumer Laws. These laws protect both the purchaser as well as the seller.

As such all our products are sold with a condition that cannot be excluded from the Australian Consumer Law.

The guide to the Australian Consumer laws can be found at the following address:

https://consumerlaw.gov.au/consumers-and-acl

The Warranty Provided by AFN 4x4 Australia is in addition to any other consumer law within Australia.

## Warranty Periods

All warranties periods commence on the date of Purchase from AFN4x4 Australia Head Office in Queensland.

- Structural Warranty AFN4x4 warrants its products from structural defects for a period of 24 months from the date of purchase.
- 2. Surface Coating AFN4x4 warrants the original surface coating for a period of 12 Months from the date of purchase.



## Making a Claim

Please immediately contact your Dealer as soon as you become aware of a possible defect in the AFN 4X4 AUSTRALIA Product or non-compliance.

As part of the claim, we will also request that you provide the purchase receipt and complete a warranty claim form. Please note that no warranty claim will be accepted without proof of purchase of the AFN 4X4 AUSTRALIA Product. Please do not remove the fitted AFN 4X4 AUSTRALIA Product from your vehicle before contacting the Dealer.

No Products are to be returned to AFN 4x4 Australia without prior written consent and in accordance with the procedures outlined in this manual. AFN 4x4 Australia shall not be liable for any expense incurred by the Buyer or Dealer in order to remedy any defect in its products. AFN 4x4 Australia shall not be liable for any consequential, special, indirect or contingent damage or expense arising directly or indirectly from any defect in its products or from use of any products.

Each Claim will be processed on its merits, and you will be notified of the outcome. The Outcome will be the Sole Discretion of AFN 4x4 Australia.

All claims will be notified in writing.

Where a claim is deemed to be valid:

AFN 4X4 AUSTRALIA will either repair or replace the defective workmanship or materials (at Our cost) or refund to you, the purchase price paid for the defective AFN 4X4 AUSTRALIA Product.

The buyer agrees to indemnify and hold AFN 4x4 Australia harmless from and against any loss, injury or damage, to person or property, that extends beyond the warranties set forth above, whether the claims against AFN 4x4 Australia or the damages are incidental or consequential.

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