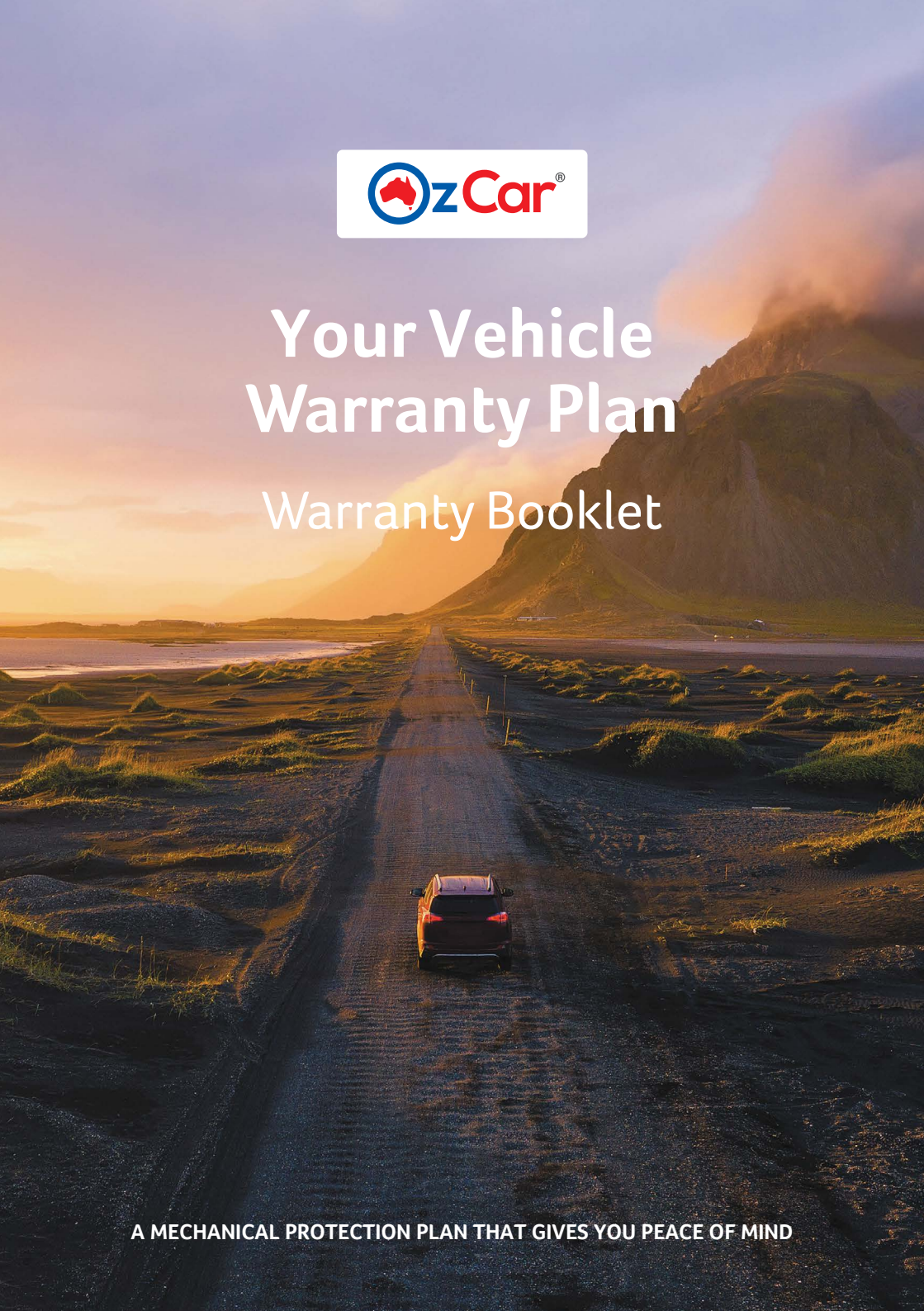


Your Vehicle Warranty Plan

Warranty Booklet

A MECHANICAL PROTECTION PLAN THAT GIVES YOU PEACE OF MIND

Contents

Introduction	1
Important Legal Notice - Consumer Law Rights	1
How We Protect Your Privacy	2
About This Vehicle Warranty Booklet	3
Words With Special Meaning	4
Period Of Coverage	5
What Is Covered	5
What Is Not Covered	6-7
Your Obligations	7
Cancellation Of Your Warranty	8
How To Make A Claim	9
Transferring The Warranty	9
Making A Complaint About Our Services	9
Contact Details	9

OzCar Vehicle Warranty Plan Terms

Introduction

As one of Australia's largest independent used car retailers, Your OzCar dealership aim to provide You with a superior level of service, dependability and professionalism. We understand that buying a car is a significant financial decision. Therefore, We strive to make Your experience with Us simple and worry free by providing You with this warranty product ("**Warranty**").

Our Warranty gives You additional peace of mind and protection for Your vehicle. This means reliability, dependability, and a range of benefits for customers who choose to purchase and service their vehicle at an OzCar dealership. This added coverage is Our way of showing You that We care about You and Your vehicle and is just part of Our many efforts to enhance Your relationship with our network of dealerships.

We would like to welcome You to our community of happy motorists who enjoy the cover afforded by this Warranty. We also encourage You to regularly visit Our website, www.ozcar.com.au for the latest updates on Our products, services and any special offers.

Important Legal Notice - Consumer Law Rights

All goods, including Your Vehicle, come with guarantees from the seller and the manufacturer that cannot be excluded under the Australian Consumer Law or any applicable State or Territory based law (e.g. Motor Dealers and Repairers Act 2013 (NSW)). 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. This Warranty does not change or take away Your rights under the Australian Consumer Law or any other applicable law. Your right to claim under this Warranty for the benefits covered is in addition to other rights and remedies You have under the law in relation to Your Vehicle. Where You do have rights under the law, You can still make a claim under this Warranty.

How We Protect Your Privacy

We value Your privacy and are committed to handling Your personal information in accordance with Australia's privacy laws including the Privacy Act 1988 (Cth) and the Australian Privacy Principles. We collect, store and use Your personal information to provide You with this Warranty, to manage the on-going obligations We have with You relating to the purchase of Your Vehicle from Us and to inform You about relevant products and services. In some situations We are required by law to collect certain information.

We may disclose Your personal information to OzCar Pty Ltd ABN 98 052 221 299, other OzCar dealerships, Our related bodies corporate, Our service providers including Authorised Repairers, Your credit provider or any of Your agents or as otherwise dealt with in Our Privacy Policy. By providing Us with your personal information You consent to Our use of this information for these purposes.

If You are a client and have been resident in New Zealand, We may also disclose your personal information to an overseas recipient located in New Zealand.

If You do not consent to this or do not provide Us with all the information required, We may not be able to provide You with any or all of Our services.

You represent to Us that where You have provided personal information to Us about another person, You are authorised to provide that information to Us, and that You will inform that person of who We are and provide a link to Our privacy policy.

Our privacy policy contains information about how You can request access to, and corrections to, any personal information that We hold about You. It also contains information about how You can complain about Our handling of Your personal information, and Our complaint handling process. You can access a copy by contacting Us.

About This Vehicle Warranty Booklet

As a valued customer, We would like to take the opportunity to introduce You to Our Warranty, which is designed to give You peace of mind and ensure Your Vehicle continues to operate in good order. This Warranty is designed to provide assistance with the cost of Repair or Replacement of certain components and parts of Your Vehicle, due to a Failure. The purpose of this booklet is to describe Our Warranty. We have prepared this document in a simple and straightforward format to make it easier for You to understand what is covered and what is not covered.

Please take the time to read the guidelines and information in this booklet, which explains the valuable protection this Warranty provides You, subject to the terms and conditions outlined in this booklet. If You do not understand any part of this Warranty You should either Contact Us or seek independent advice.

This Warranty is not a contract of insurance, nor are We insurers. It is not associated with any motor vehicle manufacturer nor is it an extension of a warranty provided by any manufacturer (though You should be aware that the existence of a Manufacturer's Warranty is relevant to the period of cover that You receive under this Warranty – see the section on 'Period of Coverage' below). It is also not an extension of Our Statutory Warranty obligations. It is a vehicle warranty provided free of charge to You by Us in respect of the Vehicle You have purchased and is incidental to the purchase of the Vehicle. This means it is also not a financial product for which financial services licensing is required. This means that You will not have the protections at law that You may be accustomed to having for these types of products.

Words With Special Meaning

Some of the words in this Warranty have special meanings. These words and their meanings are listed below:

"Approved Repair" means a Repair or Replacement authorised by Us.

"Commencement Date" means the later of:

1. The Vehicle Purchase date;
2. The date that the Statutory Warranty expires; or
3. The date that the Manufacturer's Warranty expires.

"Fails", "Failed" or **"Failure"** means the inability of a covered part to perform in the manner it was intended to, other than any problem due to wear and tear consistent with its age and kilometres travelled.

"Manufacturer's Warranty" means the warranty provided by the manufacturer of the vehicle.

"Maximum Claim Limit" means the maximum amount that we will contribute for valid claims during the Warranty Period. These maximum amounts that we pay are as follows

Maximum Claim Limits
$2,000 for any single valid claim $4,000 for all valid claims

The maximum Claim Limit amounts include all parts, labour and any other costs associated with a claim.

"Repair", "Replace" or **"Replacement"** means repair of a Failure, to an acceptable working condition including parts, labour, using parts of a like kind and quality. Replacement parts will be of a similar type and quality to those used in Your Vehicle, taking into account its age, condition and distance travelled.

"Statutory Warranty" means the warranty required by any applicable law to be provided by us at the time you purchased the vehicle.

"Vehicle" means the vehicle covered by this Warranty as stated in the Vehicle Sale Contract.

"Vehicle Purchase Date" means the date you took delivery of the vehicle in accordance with the Vehicle Sale Contract.

"Vehicle Sale Contract" means the contract You signed when buying Your Vehicle that includes the details of the Vehicle, purchase price and contractual terms of purchase.

Warranty Period" means the period of coverage under this Warranty as calculated according to the formula in 'Period of Coverage'.

"We", "Us", "Our" or **"OzCar"** means the entity from which you purchased the vehicle as stated in the Vehicle Sale Contract.

Period of Coverage

Cover will commence on the Commencement Date and will end the earlier of the date the Vehicle travels 20,000 kilometres from the Vehicle Purchase Date or the date 12 months from the Vehicle Purchase Date.

The Warranty Period shall be the period of time that is necessary to ensure that You receive a total of 12 Months or up to 20,000 kilometres continuous protection from the Vehicle Purchase Date, as a result of the combined operation of any existing Statutory Warranty and/or Manufacturer's Warranty together with this Warranty.

> *For example, if the Commencement Date is 10 months after the Vehicle Purchase Date (i.e. you purchase a Vehicle with a Statutory Warranty / Manufacturer's Warranty that runs for 10 more months), the Warranty Period is 2 months, and You will receive 12 months continuous protection under all warranties, provided Your Vehicle travels less than 20,000 kilometres in this period.*

What is Covered

The Warranty provides coverage for Repair costs if Your vehicle Fails in Australia during the Warranty Period (excluding Failure of components or other loss that is described under 'What is not covered' and subject to the terms, conditions and limits set out in this Warranty).

For any Failure covered by this Warranty, We will either pay for the cost of Repairing or Replacing any parts found to be defective in materials or workmanship under normal operation and use in Australia.

The most We will pay for claims under this Warranty is limited to the Maximum Claim Limits.

Any claim on this Warranty requires Our approval prior to the commencement of any Repairs or Replacement, i.e. this means We will not pay for any Repair or Replacement where You have not obtained Our prior approval (approval not to be unreasonably withheld, acting in accordance with these terms and conditions).

What Is Not Covered

This Warranty does not cover the following:

1. Consumable items that have a limited life, including items that require regular replacement. Examples of these include:
    - fuses, batteries and globes;
    - spark plugs and leads;
    - belts;
    - tyres;
    - filters;
    - bushes, gaskets (including head gaskets), seals and hoses; and
    - brake and clutch linings;
    - brake pads;
    - disc rotor or drum machining;
2. Excluded components and/or parts items that are normally regarded as maintenance and servicing. Examples of these include:
    - glass;
    - mirrors;
    - cables and accessories;
    - airbags and sensors;
    - pulleys and tensioners;
    - interior and exterior panel and paint items; and
    - trim.
3. The costs of required regular service or maintenance including adjustments, calibrations or alignments that might be required from time to time;
4. Any Failure caused or contributed to by the use of the wrong or contaminated fuel or any other required fluids or lubricants;
5. Damage to body and paint components including corrosion, rust, stone chips etc;
6. Consequential or indirect loss, expense, damage or liability, including loss of time or convenience, or a reduction in the value of Your Vehicle or personal liability;
7. Any Repair required as part of a Vehicle manufacturers recall campaigns;
8. Any Repair required that is otherwise covered under another warranty such as a repairer's warranty or guarantee;

9. Any Software upgrade, reprogramming or technical change/upgrade;
10. Repairs required due to lack of servicing or parts fitted to your Vehicle after You purchased it from Us;
11. Repairs required because Your Vehicle has been modified from the manufacturers specifications (for example conversion to LPG operation, addition of a turbocharger or installation of oversize pistons or valves);
12. Repairs required that are as a result of an accident or due to natural events such as bushfire, earthquake, thunderstorm, hail or flood;
13. Repairs required as a result of unsafe operation of the Vehicle or Your continued use of the Vehicle after becoming aware that a defect or fault has occurred including cases such as loss of coolant or lubricating fluids;
14. Repairs required as a result of operating the Vehicle outside its recommended use or for a purpose for which it is not designed including misuse, abuse or vandalism of Your Vehicle;
15. Repairs required where You have failed to take reasonable care to protect and maintain Your Vehicle; and
16. Vehicles that are used for: hire, fare or reward, as a taxi, loan or driving school vehicle, as a rental vehicle, motor sports or as an emergency, security or law enforcement purposes, courier or mail delivery, fast food delivery or towing for income use on a mining site.

Your Obligations

During the Warranty Period You are required to:

1. Ensure that following the Vehicle Purchase Date, Your Vehicle undergoes maintenance and service checks with Us at the earlier of:

   a. every six months from the Vehicle Purchase Date;

   b. 10,000 kilometres from the Vehicle Purchase Date; or

   c. The recommended Vehicle manufacturer's service windows.

   This will involve a charge to You which is not covered by this Warranty. If You fail to have a service within 30 days or 1,000 kilometres (whichever occurs first) of the requirement, We may decline your claim. If you live more than 150 kilometres from the nearest OzCar dealership, you can contact us for approval of another service provider.
2. Take reasonable steps to protect and maintain Your Vehicle;
3. If a fault arises that could give rise to a claim on this Warranty, take reasonable steps to prevent further damage to Your Vehicle and contact Us as soon as possible. We will provide instructions on what to do; and
4. Ensure that no work commences to repair a fault with Your Vehicle that might be a claim on this Warranty without Our consent

Cancellation Of Your Warranty

Cancellation By Us

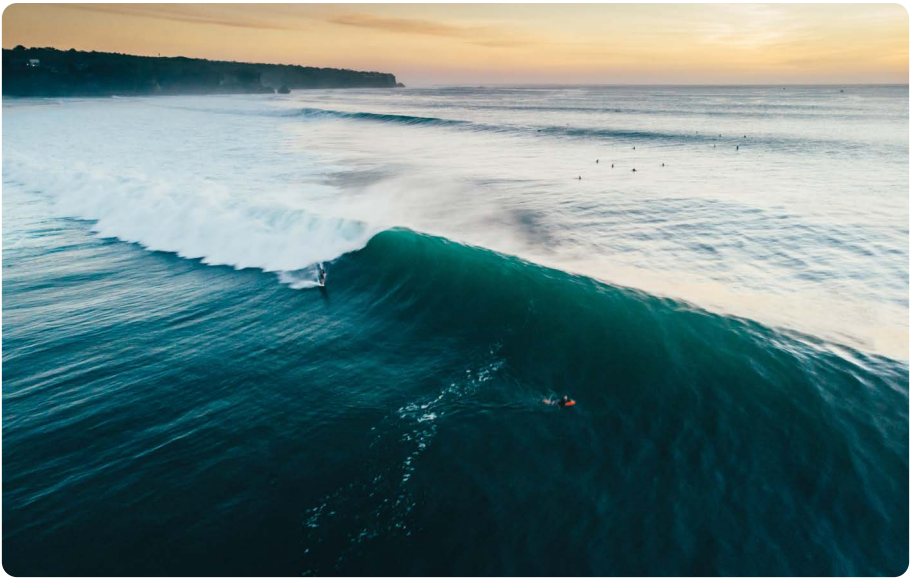
We may cancel your Warranty when the Maximum Claim Limit is reached or if You:

- Fail to materially comply with Your Obligations under this Warranty;
- Make a deliberate, negligent or reckless misrepresentation to Us before or during the Warranty Period;
- Make a fraudulent Repair request under this Warranty;
- Tamper with the vehicle's odometer; or
- Fail to comply with any other reasonable request made by Us under the terms of this Warranty.

If we cancel your Warranty, we will give you a cancellation letter by email or post to your last known address. You will be entitled to have any current Approved Repair completed.

Cancellation By You

You have certain cooling off rights in relation to the sale of the Vehicle that is the subject of this Warranty. If You decide not to proceed with the purchase of the Vehicle and to terminate the sale agreement, the protection offered under this Warranty will also terminate.



How To Make A Claim

To make a claim under this Warranty prior to any Repair or Replacement occurring You must:

- Check that the Warranty covers the Failure;
- Deliver the Vehicle to Us at an agreed time;
- If it is not possible for You to deliver the Vehicle to Us, contact Us for instructions on the nearest Approved Repairer and what You will need to do.

If You don't do this, We may not be able to accept Your claim or We may need to reduce what We may otherwise pay.

Our contact details are contained below.

Transferring The Warranty

If You decide to sell the Vehicle, the benefits of the unexpired portion of this Warranty may be transferrable to the new owner, if:

- You inform Us that You are selling the Vehicle, or that You have sold the Vehicle within 14 days of the sale occurring; and
- You provide Us with the details of the new owner of the Vehicle.

This Warranty cannot be transferred to another vehicle.

Making A Complaint About Our Services

In the event that You wish to make a complaint, You can contact Us using the details below. We will try to deal with Your complaints quickly and fairly.

If You are not satisfied with the outcome of Our review of Your complaint, You are entitled to take your complaint to the Department or Office of Fair Trading in your State or Territory.

Contact Details

To make a claim or if You have any questions, please contact Us using the contact details on our website or below:

General enquiries
Phone: 13OzCar (136 922)
Email: vwp@ozcar.com.au

Claims
Phone: 13OzCar (136 922)

In Person or Writing:
Office hours: Monday — Friday 9am-5pm
AEST
OzCar
229 Hume Highway
Lansvale NSW 2166

OzCar®