

SUNCAMPER WARRANTY TERMS & CONDITIONS

These are the terms and conditions of the limited warranty provided by Suncamper Pty Ltd ABN 11 000 265 403, of 9 Sefton Road, Thornleigh NSW 2120 (hereinafter referred to as “Suncamper”), for a new Suncamper Motorhome (hereinafter referred to as the “Vehicle”) purchased by the registered legal Owner (the “Owner”).

Suncamper has manufactured and/or assembled the Vehicle you have purchased for which this warranty applies for a term of five (5) years or for a maximum of one hundred thousand (100,000) kilometres (whichever occurs first), from the date upon which the Vehicle is first registered, and which hereinafter is referred to as the “Suncamper Manufacturer’s Warranty”.

In addition, as Suncamper Vehicles include a Chassis, of our Customers’ choosing, which has been purchased from another party (from an Original Equipment Manufacturer or “OEM”, or another), the OEM provides you with an entirely separate warranty, which Suncamper is not a party to; the terms and conditions of which are contained in your Owner’s Pack, provided to you upon your Vehicle’s handover to you.

For the avoidance of doubt, in the event that the Chassis is second-hand then Suncamper will only provide a three (3) month warranty for the chassis in question. However, it is expressly agreed that where the Chassis is supplied by the Purchaser/Owner then no warranty applies.

Your Suncamper Vehicle, being the goods that are the subject of this Warranty, comes with certain guarantees which cannot be excluded under Australian Consumer Law (“ACL”). You are entitled to a replacement or a refund for a major failure of the Vehicle and reasonable compensation for any foreseeable loss or damage you may incur but you are not, however, entitled to any repair, replacement or compensation which may occur due to or arise from normal wear and tear. You are also entitled by law to have the goods repaired or replaced if the goods fail to be of an acceptable quality if the failure doesn’t constitute a major failure.

Suncamper also provides the following express warranty (“express warranty”) for the Vehicle, but which does not include the Vehicle’s Chassis if applicable. This express warranty is in addition to any rights and remedies that are available to you under Australian State, Territory and/or Federal law (including the consumer guarantees which exist under the ACL) and does not act to exclude or restrict those rights.

The conditions, limitations and exclusions that apply in this Warranty are all set out herein.

Suncamper offers this Warranty regarding the design and manufacture of our products, having regard to the nature of our products. Suncamper Vehicles are designed and manufactured as RV products and they are principally for excursions, holidaying, retreats, getaways and the like, and are comprised of many disparate connecting and interchangeable components and parts.

Subject to the terms of this Warranty, Suncamper warrants to the Registered Owner of the Vehicle that if any component or interchangeable part becomes faulty during the Warranty period that Suncamper will, at its sole discretion, undertake the repair or replacement of the defective component or part or authorise others to do so.

All Warranty considerations and approvals for any work of any nature is wholly subject to inspection, assessment and verification of the Vehicle by Suncamper or a Suncamper approved or authorised repair agent, and no work or inspection or assessment by any unauthorised third party will in anyway bind or obligate Suncamper without our prior express written agreement.

1. FIVE YEAR / 100,000 KLM MANUFACTURER’S WARRANTY

Every new Suncamper Vehicle receives a Manufacturer’s Warranty of five (5) years or one hundred thousand (100,000) kilometres (whichever first occurs), from the date of the completed Vehicle first being registered. The Manufacturer’s Warranty applies to Suncamper manufactured RV products and parts which experiences normal use (as is further explained and defined in this document) and which receive proper, regular servicing and

maintenance, as is also specified in this document.

Subject to the exclusions of these Terms and Conditions, if our products, parts or components are found to be faulty, but which have strictly only been the subject normal usage, within the prescribed time frame or distance limitations of this Warranty, provided that they have first been inspected, assessed and verified by Suncamper or by an authorised Suncamper repair agent and, they being satisfied that the said products, parts or components are faulty but are strictly not due to normal wear and tear, accident, misadventure, misuse or lack of upkeep and maintenance, then they will be repaired or replaced as necessary by Suncamper or by a duly authorised Suncamper repair agent.

Items listed in these Terms and Conditions as not being covered by this Warranty are specifically excluded from this Manufacturer's Warranty.

This Manufacturer's Warranty may be transferable to a subsequent Owner of the Vehicle, in the event of the Vehicle being re-sold, such that the Warranty may apply for the residual period or distance remaining of the original five (5) years or one hundred thousand (100,000) kilometres from the date the Vehicle is first registered.

2. FIVE YEAR / 100,000 KLM STRUCTURAL WARRANTY

The Suncamper Structural Warranty is provided to the Registered Owner of any new Suncamper Vehicle for a period of five (5) years or one hundred thousand (100,000) kilometres (whichever first occurs) from the date of the completed Vehicle first being registered. The Structural Warranty applies to any new Suncamper manufactured Vehicle which experiences normal use (as is further explained and defined in this document), proper servicing, maintenance and upkeep (as is more fully specified in this document). Strictly according to this and to the following terms and conditions of this Agreement, Suncamper warrants the materials and workmanship of –

- a) Suncamper manufactured floor and flooring components, but which specifically excludes any adjustments and adjusted flooring and any rubber or rubberised components; and
- b) Suncamper manufactured walls and roof, but which is specifically limited to delamination, cracking and any deformation of cladding.

If any of these specified parts of the Vehicle are found to be faulty within the stated Warranty period or distance, having been inspected by Suncamper or by an authorised Suncamper service or repair agent and, they being satisfied that the said parts are faulty but are strictly not due to normal wear and tear, accident, misadventure, misuse or lack of upkeep and maintenance, the parts will be repaired or replaced by Suncamper.

Items listed in these Terms and Conditions as NOT being covered by this Warranty are specifically excluded from this Structural Warranty.

This Structural Warranty may be transferable to a subsequent Owner of the Vehicle, in the event of the Vehicle having been re-sold, where the Structural Warranty may apply for the remaining balance of the period or the distance of the original five (5) years or one hundred thousand (100,000) kilometres from the date of the Vehicle's first being registered. Provided that –

- a. Any Suncamper Vehicle that is used for rental, hire or any other commercial application will only receive a twelve (12) month Manufacturer's Warranty and Structural Warranty and, where Suncamper discovers that any vehicle has been used for these purposes, regardless of the duration, then these Warranty(s) will be reduced to being limited to only twelve (12) months.
- b. No representations may be made by any person regarding Suncamper's Warranty(s) other than those detailed in these Terms and Conditions, and Suncamper makes no express representations as to warranty(s) other than those specified in this limited warranty.
- c. Any Suncamper approved Warranty repairs and/or parts replacement will be undertaken without cost to the Vehicle Owner by Suncamper or a Suncamper authorised agent at its place of business, during business hours.

- d. Where an off-site repair(s) is required, and if any such service is available, a reasonable service call out fee may be charged which is not covered by this Suncamper Warranty and is payable by the Vehicle Owner.
- e. Any repairs or works of any nature performed by a third-party or any unauthorised repairer on a Suncamper Vehicle, without the express written consent and agreement of Suncamper, are not covered by this Warranty and will not be reimbursed, and any third-party works performed on any Suncamper Vehicle may void this Warranty.
- f. Any non-approved parts fitted to a Suncamper Vehicle by any person, without the express written consent and agreement of Suncamper, will not be covered by this Warranty and any works arising from, caused by or involving any non-approved parts, the Vehicle Owner agrees to pay for any work required of Suncamper.
- g. Suncamper hereby reserves the right to make changes, improvements or to replace parts or components at its absolute discretion without notice or liability to any owner or third party.
- h. Suncamper is not obligated in any circumstance, under these Warranty(s) or otherwise, to supply, install or fit the same components or parts originally supplied with the Vehicle and, where appropriate, may choose to install or supply or fit alternative components or parts of a similar grade, quality and composition, including refurbished components or parts, at Suncamper's absolute discretion.
- i. Notwithstanding the foregoing provisions of this clause, Suncamper is not obligated to recognise or honour any claim for warranty arising from the sale of a Suncamper Vehicle if the Registered Owner (Vendor) and the new Registered Owner (Purchaser) of a Vehicle have not served copies of the Vehicle's completed sale and registration transfer documents along with a completed Request to Transfer Warranty form on Suncamper by email within no later than seven (7) days from the transaction having been completed, without exception.

3. WHAT IS NOT COVERED UNDER THIS WARRANTY

The following are NOT covered by this Suncamper Warranty:

- a) All wear and tear from the normal use of the Vehicle or any of its component parts;
- b) Suncamper Vehicles have been designed specifically for recreational use and are strictly not for permanent residential use. The usage of your Vehicle is, of course, for your choosing, however, if the Vehicle is lived in or used as a residence, which can dramatically accelerate wear and tear on most components and parts of the Vehicle, any damage arising from or repair needed due to any such accelerated wear and tear and any consequent costs incurred are at the Vehicle owner's risk and will void this Warranty;
- c) General wear and tear or any damage to the Vehicle's body, including but not limited to stone chips, scratches, surface rust or surface imperfections, whether internally or externally;
- d) None of this Warranty applies to Vehicle damage or repairs arising due to accident, misadventure, lack of upkeep, misuse or lack of proper reasonable and/or scheduled maintenance, or from infestation by insects or rodents or others;
- e) None of this Warranty applies to the Vehicle's Chassis, or any part thereof, the normal servicing and maintenance of which is strictly and explicitly the Vehicle Owner's responsibility, in accordance with the terms and conditions of the Chassis' OEM Manufacturer's Warranty;
- f) None of this Warranty applies to the Vehicle Chassis which is the subject of a Gross Vehicle Mass ("GVM") upgrade, performed at the request of the Vehicle Owner as part of the Vehicle's build. The normal servicing and maintenance of which is strictly and explicitly the Vehicle Owner's responsibility in accordance with the terms and conditions of the Chassis' GVM Upgrades' Provider's Warranty;

- g) Unless they are found to be defective with regard to material and/or workmanship, fabricated items composed of canvas, canopy(s), window screens, cushions, furniture coverings and mattress covers are not warranted against tears, punctures, shrinkage, stretching, fading, soiling or dis-formation which may be incurred due to use and/or over-use;
- h) Condensation forming within the Vehicle's interior is not a manufacturing defect but a function of an enclosed space being occupied by human beings and, as such, it is covered by this Warranty. Mitigating and managing condensation is the responsibility of the Vehicle Owner and any solutions offered by Suncamper to assist Vehicle Owners to mitigate condensation are not a function of Warranty nor are they an obligation of Suncamper;
- i) The effects of condensation left untreated can damage the Vehicle and fittings, fixtures and furnishings of the Vehicle including mattress(s), bedhead(s), curtain(s) and/or any other interior fabricated materials and surfaces, the repair, renewal or replacement;
- j) Damage caused by the deterioration of any external join, joint or surface sealants applied to the Vehicle, due to a lack of maintenance and scheduled servicing of the Vehicle;
- k) Any failure to Vehicle aesthetics generally or the Vehicle's physical appearance or to the normal expected deterioration of the Vehicle's soft trim and appearance due to UV exposure or to any impact damage whilst stationary or in transit;
- l) The cost of, recovery or reimbursement of or compensation for the costs of towing or travel to and from an authorised repairers location for inspection, assessment and/or completion of repairs, and the cost of, recovery or reimbursement of or compensation for the costs of accommodation, fuel, food, beverages, income loss, insurances, registration or any other purported loss(s) or claims for costs or which are incurred while towing the vehicle to an authorised repairer for inspection, assessment and/or completion of repairs;
- m) Any non-authorized service, repairs or work of any nature performed on a Suncamper vehicle by any unauthorised third-party service provider or repairer, including the cost of any non-approved parts.

4. Some components of your Vehicle were not manufactured by Suncamper, but may have been supplied by an OEM (original equipment manufacturer) and are specifically excluded from this warranty, but for which the OEM manufacturer provides their own twelve (12) month warranty for their respective components, and those separately warranted components include -

- i) Vehicle Chassis (and any component or part), Chassis Suspension and/or Chassis GVM Upgrade;
- ii) All Kitchen Appliances including Oven, Cooktop, Refrigerator, Rangehood and Microwave;
- iii) Hot Water System, Water Pump(s), Generator(s), Air Conditioner(s) and/or Motorised Step(s);
- iv) Toilet and Toilet System, and/or Windows and Integrated Window Systems;
- v) Entertainment units including Television, Stereo, Radio, Speakers and Similar Devices;
- vi) Satellite, SatNav, Guidance Systems including Reversing Cameras, WiFi and Digital Equipment;
- vii) Or Battery Management System(s), Electrical System(s) and/or Electrical System Display Units.

On handover/collection of your Vehicle you will be provided with full product warranty details and contact particulars in each case for these components.

5. Some Suncamper Vehicles are designed for highway cruising, some are built more for off-road adventures. Some are designed and built to provide additional strength and ground clearance, but the nature of four-wheel-driving is highly subjective and can often be fraught with risk, even for experienced drivers, let alone those inexperienced or ill-prepared. Suncamper respectfully cautions you to please always be mindful and aware to –

- ii) be cautious to avoid heavy/hard landings as all vehicular impact can have significant and often unseen consequential detrimental effects on your Vehicle's body, which could compromise Vehicle structural integrity and could void your Warranty;

ii) be prepared for travelling on unsealed roads and pay particular regard to the specific type of road surface (for example, rutted or corrugated surfaces or heavily cambered roads, muddy and wet, rock or pebble vs gravel vs sand, icy and snowed road surfaces, etc), all of which require a different approach to driving, accelerating, steering and braking, etc and to driving conditions and terrain generally. It is never wise to simply go from one surface to another, for example, and to just continue driving. Before any road surface conditions change, so too should your driving;

iii) gas venting regulations and related construction constraints can hamper your SunCamper vehicle's ability to mitigate dust and water penetration in arid and water-logged settings;

iv) regardless of which, it is not recommended for any SunCamper vehicle to travel in or through any water course above axle depth; and

v) under no circumstances should any SunCamper vehicle ever be exposed to or submerged in water at or above any internal storage depth or internal floor depth, otherwise this Warranty is made void.

In addition to the above, no SunCamper Vehicle is covered under this Warranty due to or in relation to –

- i) any impact or damage to the Vehicle body, or Vehicle Chassis and/or its' running gear;
- ii) soiled fabrics, furnishings and fittings (internally or externally) from any substance;
- iii) water ingress and any resulting or consequential damage from water crossings;
- iv) any damage to personal items regardless of the circumstances.

Please include Signature Page

(how to automate input/AI agent – for input of all customer and vehicle details and avoid human error!)