

MAZDA PARTS AND ACCESSORIES WARRANTY TERMS AND CONDITIONS

(1) Mazda agrees that it will supply, without charge to the owner, a replacement for any parts sold by a Dealer to the owner or the owner's agent which fails to perform its normal function after being installed on a vehicle. This warranty comes into effect when the part is sold to the owner or the owner's agent and remains effective for a period of 24 months from the invoice date of sale or until the vehicle on which it is installed has been driven for a distance of 40,000 kilometres after the part has been installed, whichever should first occur. The invoice must be provided to validate this warranty.

(2) This warranty shall not apply to:

(a) repair or replacement required as a result of (i) accident, (ii) misuse, (iii) lack of proper maintenance, (iv) repairs improperly performed or replacements improperly installed by any person other than a Dealer, (v) a replacement part or accessory not approved by Mazda, (vi) usage of any fuel other than that specified for the vehicle, (vii) remodelling without acknowledgement by Mazda, or (viii) damage from environmental conditions such as airborne fallout, salt, hail, windstorm, lightning, flood and the like;

(b) parts installed to vehicles used for competition, racing or emergency purposes;

(c) any parts subject to normal maintenance replacement, including but not limited to, filters, spark plugs, ignition points, condensers, drive belts, timing belts, fuses, light bulbs, pcv valves, brake and clutch linings and pads, hoses and air conditioner receiver driers;

(d) parts replaced under the provisions of Mazda New Vehicle Warranty or any other warranty, including where the cost has been partly paid for Mazda or a Dealer;

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(e) deterioration of a part due to fair wear and tear.

(3) This warranty does not make Mazda liable for:

(a) any consequential, indirect or incidental damages or for any service not expressly provided herein;

(b) the labour costs associated with installing the part in the vehicles, unless it was originally installed by a Dealer. The liability of Mazda under this warranty is limited to the supply of a replacement for any failed part, listed on the invoice, by a Dealer.

(4) This warranty is in addition to but does not and is not intended to replace, supersede or restrict any warranty or guarantee given or implied by any Statute.

(5) Definitions: - "Owner" means the owner of the vehicle during the currency of this warranty.

"Vehicle" means a Mazda vehicle identified on the repair invoice which has an A.D.R. compliance plate.

"Part" means a new part or accessory, identified on the invoice, sourced by the Dealer either directly or indirectly from Mazda.

"Mazda" means Mazda Australia Pty Limited, ACN 004 690 804

"Dealer" means an authorised Mazda Dealer.

"Invoice" means the original invoice attached to or on the front of these terms and conditions.