

Secondhand Gearbox Warranty

WHAT IS COVERED:

1. Your rebuilt gearbox is warranted for a period of **3 months or 5,000 kilometres, whichever comes first**, from date of purchase unless otherwise agreed in writing or stated in our quote or tax invoice.

GENERAL:

1. Nothing in this document is intended to limit any condition, guarantee, right or remedy which may be available under the Consumer Guarantees Act 1993, except as permitted by that Act.
2. The warranty is not transferable.
3. If any material facts are withheld, false or fraudulent reports and/or claims are made, then this warranty shall become void. In this event, any payments that have been made by Lite Commercial Dismantlers will be repayable forthwith.
4. No variation or modification to the terms of this warranty shall be valid or binding unless it is in writing and signed by an authorised employee of Lite Commercial Dismantlers.
5. If the gearbox has been sold on an 'exchange basis' any failure to return the exchange gearbox will void the warranty.
6. Secondhand transfer cases that may be supplied with the gearbox are warranted for 3 months.
7. Where the gearbox has been acquired for business purposes, the Consumer Guarantees Act 1993 shall not apply.
8. Lite Commercial Dismantlers will refund any freight costs involved for a faulty gearbox. Before making any freight arrangements, the client must consult with Lite Commercial Dismantlers.
9. Where a gearbox is found to be out of warranty or not faulty, Lite Commercial Dismantlers will charge labour at \$75.00/Hr (excluding GST) plus the price of any parts required and all freight costs.
10. If Lite Commercial Dismantlers does not undertake the repair of a faulty gearbox itself, then Lite Commercial Dismantlers reserves the right to name the repairer.

CLIENT'S RESPONSIBILITIES:

1. The client must inspect the gearbox before installation and ensure that everything is correct before installing it. There will be no labour reimbursement for the installation and removal of the wrong gearbox.
2. The gearbox must be fitted, in accordance with the vehicle manufacturer's installation and adjustment instructions, by a qualified automotive mechanic. The client will be asked to supply a printed receipt for the installation if a warranty claim is made.
3. The transmission cooler and lines must be cleaned, flushed and flow tested. Proof that this has occurred will be required if a warranty claim is made.
4. There is **NO OIL** in the gearbox. Fill with the correct oil as required by the manufacturer and tighten the drain plug as oil leaks are not covered by this warranty.
5. If the fitter is aware of any problems with the gearbox, then Lite Commercial Dismantlers must be notified before the vehicle leaves the fitter's premises.
6. In the event of any signs of malfunction it is the client's responsibility to cease operation of the vehicle and report the problem immediately to Lite Commercial Dismantlers. Failure to do so may cause consequential damage and void the warranty.

7. Any modifications or the addition of aftermarket “high performance” parts will void your warranty.
8. It is the client’s responsibility to ensure that the vehicle receives all the scheduled service and maintenance work at the recommended intervals given by the manufacturer.
9. No repairs may be undertaken until the costs and the method of repair have been agreed with Lite Commercial Dismantlers.
10. Any claims made under this warranty must be accompanied by the original invoice as proof of purchase.
11. If a gearbox is replaced under the terms of this warranty, the replacement gearbox will be covered for the balance of the original warranty.
12. If a gearbox proves to be faulty within the warranty period, Lite Commercial Dismantlers will at their discretion repair the gearbox, supply the parts required, replace the gearbox or give a refund. If the fault is serious or cannot be fixed, the client can choose to return the gearbox and accept either a refund or replacement gearbox; or keep the gearbox and have the price reduced to make up for its drop in value. In some circumstances a replacement gearbox may not be available so Lite Commercial Dismantlers reserves the right to give a refund for the faulty gearbox.
13. All faulty or damaged parts removed under the terms of this warranty shall become the property of Lite Commercial Dismantlers and must be returned. Any freight costs incurred will be the responsibility of Lite Commercial Dismantlers and the client must consult with us prior to making shipping arrangements.
14. If a gearbox or parts are returned under warranty they must be in the same condition as they were when dispatched from Lite Commercial Dismantlers.
15. It is the client’s responsibility to report any damage caused in transit within seven (7) days. Please refer to Terms of Trade, Clause 7.6 (available at www.lcd.nz).
16. The client must complete this warranty form and return it to Lite Commercial Dismantlers by either email to admin@lcd.nz or mail to address given on tax invoice.

THIS WARRANTY DOES NOT COVER:

1. Secondhand gearboxes subject to an express warranty given by a third party supplier to Lite Commercial Dismantlers for their client.
2. Damage occurring as a result of a failure of any ancillary parts (e.g. flywheel and clutch assembly, input shaft spigot bearing, driveshaft and centre bearing mounts, gearbox cross-member and mounts, engine mounts) is not covered by this warranty, nor are the ancillary parts themselves.
3. Damage that has occurred as a result of a failure of either the main shaft or input shaft.
4. Repairs that are a result of the vehicle being driven when running low or out of transmission fluid.
5. Repairs required as a result of corrosion or rust, water damage, misuse, abuse, neglect, overloading, lack of maintenance, modification, incorrect installation, using incorrect or insufficient fluids and oils, illegal use, normal wear and tear, malicious damage, impact or road traffic accidents.
6. Damage caused by natural or manmade disasters such as fire, flood, earthquake, war, etc.
7. Repairs to gearboxes used in marine situations, competition, race or speed trials. If the vehicle is used for towing, then this must only be done within the manufacturer’s recommendations.
8. Any parts which have been tampered with, disassembled or repaired without Lite Commercial Dismantlers consent. If this occurs then the warranty will be void.
9. Gearboxes fitted to performance modified engines.
10. Gearboxes fitted in vehicles where the odometer has been disconnected or the kilometre or mileage reading has been altered.
11. Damage caused by the continued use of a gearbox after a fault has occurred.

12. Any vehicles operated outside of New Zealand.

Failure to provide us with the vehicle's odometer reading and registration number will void the warranty.

Gearbox Description		Date	
Client's Name		Invoice No.	
Client's Address		Registration No.	
Client's Signature	I have read and understood this warranty	Current Kilometres	

12 January 2017