

# Warranty Terms and Conditions for AJK Engines Reconditioned Exchange Engines

# 1. Warranty Coverage

The warranty for reconditioned exchange engines and components ("Engine" or "Engines") is provided by AJK Engines Pty Ltd and covers the following:

- **Parts:** All components of the exchange engine as listed in the scope of works on the quote accepted by the customer, excluding external accessories such as belts, hoses, filters and any other items not listed on the accepted quote.
- Labour: Labour costs associated with the removal, installation, and reinstallation of the engine or any components thereof, subject to the terms of this warranty. Labour costs associated with the removal, installation and reinstallation of the engine or component are only covered under this warranty if the engine or component was installed by AJK Engines, and only covers the scope of works listed in the quote accepted by the customer.
- **Warranty Time Period:** The warranty period is 12 months from the date of purchase or installation, whichever occurs first.

# 2. Warranty Conditions

The Engine is warranted to be free from defects in material and workmanship under normal operating conditions for the duration of the warranty period. The warranty is conditional on the following:

- The Engine must be installed by a qualified mechanic in accordance with the manufacturer's installation guidelines and standards.
- The Engine must be used only in the vehicle or application for which it was originally intended. Any modifications or use outside of these specifications will void the warranty.
- The Engine must be properly maintained and serviced according to the manufacturer's specifications. Proof of regular maintenance and service must be available upon request.

# **3.** Warranty Exclusions

The following are not covered under this warranty:

- Damage due to improper installation, handling, or misuse.
- Damage caused by lack of maintenance or failure to follow service recommendations or the manufacturers recommended servicing intervals.
- Damage caused by the use of incorrect lubricants, fuels or accessories.
- Damage caused by failed engine components that are not included in the scope of works listed in the quote accepted by the customer.



- Routine wear and tear, including but not limited to belts, seals, gaskets, sprockets, bearings and filters.
- Damage due to overheating, incorrect coolant levels, incorrect lubricant levels or faulty electrical connections.
- Damage due to overloading the engine or its components.
- Damage caused by external factors, including accidents, natural disasters, or vandalism.
- Engines that have been modified, disassembled, or tampered with after installation.
- Engines used in racing, off-road, or extreme applications unless explicitly stated in writing.

# 4. Claims Process

To make a warranty claim, the following steps must be taken:

- 1. Notify AJK Engines in writing within 30 days of discovering a defect or issue that might be covered by this warranty.
- 2. Provide proof of purchase
- 3. Complete and submit AJK Engines Warranty Claim Form and any supporting documentation regarding the defect or failure.
- 4. Allow for an inspection of the Engine or engine component by an authorised technician or representative from AJK Engines to assess the issue, if required.
- 5. **Return the defective engine, truck or component** to AJK Engines or to the location designated by AJK Engines at the customer's expense.

If the warranty claim is deemed valid by AJK Engines in their sole discretion, AJK Engines will, at its discretion, repair or replace the Engine or component with a unit of similar specifications.

# **5. Remedies Under Warranty**

If the Engine fails within the warranty period due to a defect in material or workmanship, AJK Engines will provide the following remedy:

- **Repair of the defective Engine or component** at no charge to the customer, or
- **Replacement of the defective Engine or component** with an Engine or component of equivalent specification, if repair is not feasible.

Replacements or repairs will be provided within a reasonable time frame and at AJK Engine's discretion. Any replaced or repaired Engine or component will be covered under the original warranty period, there will be no further warranty period or extension to the original warranty period.



# 6. Limitation of Liability

AJK Engine's liability under this warranty is limited to the repair or replacement of the Engine, and does not extend to any consequential, incidental, or indirect damages. This includes, but is not limited to, loss of use, loss of income, or any other financial losses incurred by the Customer as a result of the Engine's failure. In no event shall AJK Engines be liable for any amount exceeding the purchase price of the defective Engine.

# 7. Transferability

This warranty is **non-transferable** and is valid only for the original purchaser of the reconditioned exchange Engine. The warranty is void if the Engine is sold or transferred to another party.

# 8. Governing Law

These warranty terms and conditions are governed by the laws of Queensland Australia and any disputes arising from this warranty shall be subject to the exclusive jurisdiction of the courts in Queensland Australia.

#### 9. Additional Terms

- This warranty is the sole and exclusive remedy available to the customer and supersedes all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose.
- Any modifications or changes to the Engine by the customer, including the installation of aftermarket parts or accessories, will void this warranty.

# **10. Contact Information**

For warranty claims or inquiries, please contact us at:

AJK Engines Pty Ltd Address: Unit 44 – 45 / 211 Brisbane Road, Biggera Waters, QLD 4216 Ph: 07 5529 2289 Email: workshop@ajkengines.com.au

By purchasing the reconditioned exchange Engine, the customer acknowledges and agrees to these warranty terms and conditions.