

## R.T. QUAIFE ENGINEERING – EXTENDED WARRANTY TERMS AND CONDITIONS

These “**Extended Warranty Conditions**” set out the basis on which R.T. Quaife Engineering Limited agrees to provide an extended warranty in addition to those set out in the R.T. Quaife Engineering Limited Standard Conditions of Sale (“**Standard Conditions of Sale**”) solely in respect of the Warranted Products (as defined below) as set out below.

### 1 DEFINITIONS

1.1 In these Extended Warranty Conditions, both expressions defined and used in these Extended Warranty Conditions and the rules of interpretation to be applied shall have the same meaning set out in the Standard Conditions of Sale.

1.2 In these Extended Warranty Conditions, the following definitions apply:

“**Excluded Territories**” means the United States of America, Canada and Mexico.

“**Extended Warranty**” means the warranty provisions set out in these Extended Warranty Conditions.

“**Extended Warranty Term**” means the term of this Extended Warranty as set out in clause 3.1.

“**Quaife Authorised Distributor**” means a distributor or dealer authorised by Quaife to sell the Warranted Products in the territory in which the Warranted Product is purchased.

“**Warranted Products**” means the Quaife Automatic Torque Biasing (ATB) Differential.

### 2 EXTENDED WARRANTY

2.1 These Extended Warranty Conditions shall only apply to those Warranted Products that are purchased by the Buyer from Quaife or from a Quaife Authorised Distributor and correctly registered by the Buyer on the Website.

2.2 These Extended Warranty Conditions shall not apply to any Warranted Products that are purchased in, or imported into (at any time during the Extended Warranty Term), the Excluded Territories.

2.3 The benefits of this Extended Warranty are specific to a particular Warranted Product and there is no facility for the cover to be transferred to another Warranted Product. Each Warranted Product purchased by the Buyer must be individually registered on the Website.

2.4 The Extended Warranty shall be in addition to, and shall not replace or alter, the warranty provisions set out in the Standard Conditions of Sale.

### 3 SCOPE OF THE EXTENDED WARRANTY

3.1 The Extended Warranty covers a failure of the Warranted Products to be free from material defects in manufacturing and design for the lifetime of the Warranted Product from the date the Extended Warranty is correctly registered with Quaife on the Website (“**Extended Warranty Term**”).

3.2 The Extended Warranty shall terminate automatically at the end of the Extended Warranty Term.

- 3.3 Subject to clause 4.1, Quaife shall, at its option, repair or replace the defective Warranted Products, only if:
- 3.3.1 the Buyer gives notice in writing (by post at R.T. Quaife Engineering Limited, Vestry Road, Otford, Sevenoaks, Kent TN14 5EL or by email at info@quaife.co.uk) during the Extended Warranty Period within 30 days of discovery that all or part of the Warranted Products do not comply with the warranty set out in clause 3.1 giving full details of the alleged defects;
  - 3.3.2 the notice given in clause 3.3.1 includes a copy of the completed Extended Warranty registration form and evidence of the original proof of purchase by the Buyer;
  - 3.3.3 no use is made of the defective Warranted Products following the notice given in clause 3.3.1;
  - 3.3.4 the Buyer returns such Warranted Products to R.T. Quaife Engineering Ltd, Vestry Road, Otford, Sevenoaks, Kent TN14 5EL, England by traceable delivery at the Buyer's cost to give Quaife a reasonable opportunity of examining the Warranted Products; and
  - 3.3.5 on receipt of the Warranty Products, Quaife determines, acting reasonably, that the Warranted Products are defective.

#### 4 **EXCLUSIONS**

- 4.1 Quaife shall not be liable for the Warranted Products' failure to comply with the Extended Warranty if:
- 4.1.1 the Buyer makes any further use of the Warranted Product after discovery in accordance with clause 3.3.1;
  - 4.1.2 the Buyer makes further use of such Warranted Products after a defect or failure became apparent, or ought to have become apparent, to the Buyer;
  - 4.1.3 the defect arises because the Buyer failed to follow Quaife's oral or written instructions or recommendations as to the storage, installation, commissioning, use, operation or maintenance or servicing of the Warranted Product;
  - 4.1.4 the defect arises due to the location of the Warranted Product decided by the Buyer, or the effects of frost, heat or inclement weather;
  - 4.1.5 the Buyer alters, disassembles, reconfigures or repairs the Warranted Product or installs or uses them in any vehicle not specified by Quaife, without the prior written consent of Quaife;
  - 4.1.6 the defect arises as a result of fair wear and tear (including during high performance use), or accidental damage, or wilful damage, negligence, or abnormal working conditions; or
  - 4.1.7 the Quaife-stamped part number of the Warranty Product has been tampered with or removed.