



WARRANTY POLICY

M2 Overland Limited and its successors and assigns ("M2 Overland") provides the following limited warranty against defects.

This limited warranty is effective for as long as the original retail purchaser owns the product, and it remains installed on the original vehicle. It is the Client's responsibility to ensure that the vehicle to which the Goods are fitted to are compliant with all the relevant regulations and is roadworthy for the warranty to be valid.

WHAT THIS WARRANTY RELATES TO

1. This warranty relates to any defect in the Goods which becomes apparent and is reported to M2 Overland in accordance to clause 4.1 ("**Defect**").
 2. The conditions applicable to the warranty given by clause 4.1 are:
 - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Client to properly maintain any Goods or to follow any instructions or guidelines provided by M2 Overland; or
 - (ii) the Client using the Goods for any purpose other than that for which they were designed such as using the Goods and/or vehicle in which the Goods have been installed in competitions, mining or driving the vehicle on unsurfaced roads with loose gravel, sand, mud, snow, riverbeds, rocks, or a rough terrain; or
 - (iii) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (iv) improper assembly, mounting or installation; or
 - (v) overloading gross vehicle mass ("GVM") or as specified; or
 - (vi) any loss/damage caused by normal wear and tear (including, but not limited to, scratches, paint chips, dents, tears, or aesthetic oxidation of surfaces, or natural breakdown of colours and materials over extended time and use); or
 - (vii) any accident, unlawful vehicle operation, theft, or act of God.
 - (b) in respect of all claims M2 Overland shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim; and
 - (c) the warranty shall cease and M2 Overland shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, or overhauled without M2 Overland's consent.
3. For Goods not manufactured by M2 Overland, the warranty shall be the current warranty provided by the manufacturer of the Goods. M2 Overland shall not be bound by nor be responsible for any term, condition, representation, or warranty other than that which is given by the manufacturer of the Goods.
 4. In the event that the manufacturer's Goods are deemed to be faulty, M2 Overland reserves the right to halt the commencement for re-installation of replacement Goods until such time as it is agreed between all parties the person/s that will be liable for all associated expenses with the re-installation of the Goods.
 5. It is the Client's responsibility to maintain the vehicle on a regular basis to maintain the warranty offered by M2 Overland. It is recommended that maintenance is required more frequently where the vehicle is used on off-road conditions and high dust contaminated areas. Certain items to be checked include, but are not limited to:

- (a) Checking all mounting points to ensure that the points remain tight;
- (b) Lubricate all moving parts, drawer slides, locks, hinges;
- (c) That no abrasive compounds are used for polishing painted/raw surfaces; and
- (d) Ensure all electrical plugs are secure and tight.

EXCLUSIONS FROM WARRANTY

Due to fair wear and tear the following parts (including, but not limited to, hardware, locks, gas struts, seals/gaskets, lights & electrical components etc) are not covered by any warranty.

Due to the nature of timber, no warranty is provided against warping, shrinkage, swelling and splitting.

2. WHAT M2 OVERLAND WILL DO TO HONOUR THE WARRANTY

1. M2 Overland will assess and decide upon a solution to rectify, repair, or replace.

3. WHAT THE CLIENT MUST DO TO CLAIM THE WARRANTY

1. To claim the benefit of the warranty, the Client will need to:
 - (a) present the defective Goods to M2 Overland for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by M2 Overland.
2. The claim listed in clause 3.1 may be made in person, by phone and/or email only, including the particulars required under clauses 3.1(a) and 3.1(b).
3. The Client acknowledges and accepts that all warranty claims will be dealt with by M2 Overland during the normal hours 8am-4pm, Monday-Friday.

4. DURATION OF WARRANTY

1. This warranty will cease from the date that is three (3) years after the Client takes delivery of the Goods in accordance with clause 9 of the Terms and Conditions of Trade.
2. If a Defect does not materialise in the Goods prior to the date provided in clause 4.1, M2 Overland will have no liability to the Client under this Warranty Policy and the Client releases M2

Overland from all claims for loss or damage in any way connected with the Goods/Services from that date.

5. RESPONSIBILITY FOR COSTS OF CLAIM

1. M2 Overland is responsible for the costs directly associated with repairing the Defect only.
2. Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Client.

6. RIGHTS AT LAW

1. The benefits given to the Client under this warranty are in addition to other rights and remedies of the Client at law in relation to the Goods/Services.
2. M2 Overland's Goods/Services come with guarantees that cannot be excluded under Consumer Guarantees Act 1993.
3. In the event that the Goods/Services are deemed defective (or part of them), the Client is entitled to (within a reasonable time):
 - (a) have the Goods repaired or replaced (or part of them), if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure, or
 - (b) a refund if M2 Overland is in breach of clause 6.3(a) (ie within a reasonable timeframe); or
 - (c) resupply or fix a problem with Services (or part of them); and
 - (d) in the event of a major failure with the Goods/ Services, the Client shall be entitled to:
 - (i) Goods -a full refund or alternatively a replacement of the Goods (or part of them), and compensation for any other reasonably foreseeable loss or damage, or
 - (ii) Services-cancel the Client's Service Contract with M2 Overland and a refund for the unused portion or compensation for its reduced value.