

3 Year Unlimited Kilometre New Vehicle Warranty

Terms and Conditions

The warranties set out in this 3 Year Unlimited Kilometre New Vehicle Warranty are given by Volkswagen Group Australia Pty Ltd ABN 14 093 117 876 (**Volkswagen Group Australia**) of 24 Muir Road, Chullora, New South Wales 2190 and applies to new Volkswagen vehicles sold prior to 1 October 2018.

Please read this document carefully. It describes what is included in the 3 Year Unlimited Kilometre New Vehicle Warranty, what is not covered by the warranty (either by reference to types of claims or the period of time during which an issue may arise) and a consumer's rights which continue to apply under the Australian Consumer Law.

You may contact us by email on <u>hello@myvw.com.au</u> or by phone on 1800 607 822.

Your rights under the Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

This document should not be read as excluding, restricting or modifying your rights and remedies under the Australian Consumer Law (ACL).

In addition to the rights that are available to consumers under the ACL, Volkswagen Group Australia guarantees that within the relevant warranty periods any part or component of your vehicle that is found to have a defect from manufacture in materials or workmanship will be repaired, replaced or adjusted by an authorised Volkswagen Dealer free of charge (for current dealers and locations please refer to: https://au.volkswagen.com.au/find-dealer/).

The benefits to a consumer given by these warranties are in addition to the other rights and remedies of the consumer under a law in relation to the goods and services to which the warranties relate. A consumer's rights under applicable law prevail to the extent of any inconsistency between these New Vehicle Warranty Terms and Conditions and the law.

Warranty information

The replacement of Volkswagen parts may at times include the use of Volkswagen parts or Volkswagen exchange parts (factory-remanufactured parts) depending on the type of repair and availability of Volkswagen parts. All Volkswagen exchange parts have the same coverage under the New Vehicle Warranty as new Volkswagen parts.

Any claim in relation to a warranty set out in these New Vehicle Warranty Terms and Conditions should be referred to an authorised Volkswagen Dealer. In order to claim under these warranties, a consumer must, at its own cost, present the vehicle to an authorised Volkswagen Dealer together with the vehicle logbook and collect the vehicle at their expense once notified by the Volkswagen Dealer that the vehicle is ready for collection. A list of all authorised Volkswagen Dealers and their location and contact details may be found at https://au.volkswagen.com.au/find-dealer/.



The servicing or repair of your vehicle by third parties that are not authorised Volkswagen Dealers will not void your warranties, however, to the extent that any problem arises due to any third party servicing or repairs, Volkswagen Group Australia reserves the right to request additional information about the work and servicing performed on your vehicle and we will not be liable for failures caused by third parties that are not authorised Volkswagen Dealers.

Volkswagen Group Australia may cancel all or a portion of a reimbursement given to you under these New Vehicle Warranty Terms and Conditions if the supporting documents that you have provided are insufficient or inadequate or do not match the information provided at the time of repair.

Warranty periods

Your vehicle comes with a New Vehicle Warranty, a Paint Warranty, and a Through Corrosion Warranty in relation to the main steel body structure of the vehicle. Volkswagen genuine parts and accessories also come with separate warranties.

The New Vehicle Warranty is for 3 years with unlimited kilometres. The following exceptions apply:

- The Paint Warranty is for 3 years with unlimited kilometres.
- The Through Corrosion Warranty is for 12 years with unlimited kilometres, except for Amarok vehicles, where the Through Corrosion Warranty is for 6 years unlimited kilometres.
- The New Vehicle Warranty for vehicles used as taxi, ride share or hire car purposes are limited to 3 years/150,000 kilometre warranty (whichever comes first). The warranty for Volkswagen genuine parts and accessories fitted:
 - on your new Volkswagen vehicle at the time it is first delivered to you is 3 years unlimited kilometres from the date of delivery; or
 - after your new Volkswagen vehicle has been delivered to you is 3 years unlimited kilometres from the date of purchase.

Unless otherwise specified, these warranties start on the day of delivery of your new Volkswagen vehicle¹. It is the responsibility of the Volkswagen Dealer to report the correct delivery date into Volkswagen Group Australia's systems.

The New Vehicle Warranty, Paint Warranty and Through Corrosion Warranty are in addition to other rights and remedies which you have at law, including under the ACL. Your rights under the ACL are not affected by the expiry of any contractual warranty, including the New Vehicle Warranty, Paint Warranty and Through Corrosion Warranty.

Where to have warranty repairs carried out

When a warranty repair is required under the New Vehicle Warranty, Paint Warranty or Through Corrosion Warranty, it is the responsibility of the owner of the vehicle (or the owner's agent) to report the defect to an authorised Volkswagen Dealer (for current dealers and locations please refer to https://au.volkswagen.com.au/find-dealer/).

All authorised Volkswagen Dealers are able to carry out warranty repairs on all Volkswagen vehicles. All warranty defects must be reported to an authorised Volkswagen Dealer as soon as possible and within a suitable timeframe.

This does not affect any rights that you may have under the ACL to have your vehicle repaired.

¹ A different warranty start date may apply to a Dealer Demonstrator or Service Loan vehicle.



What is not covered by the New Vehicle, Paint or Through Corrosion Warranties?

Where your claim does not fall under the term "defects from manufacture" it will not be covered by the New Vehicle, Paint and Through Corrosion Warranties. This includes claims in relation to:

Car care	Failure to maintain and care for your vehicle including the body paint and trim in accordance with Volkswagen Group Australia's recommendations, including improper maintenance such as the use of incorrect cleaning agents.
Damage	Any defects resulting from an accident, impact, fire or illegal use or malicious or accidental damage to your vehicle (including damage by a third person).
Environmental conditions	Any defects resulting from airborne industrial pollutants including acid rain, industrial fall out, salt, sand, stones, tree sap, bird and animal droppings, or windstorm, hail, flood, lighting or other acts of nature.
Fuel, oil and lubricants	Any defects resulting from (i) the use of inappropriate fuel, oil or lubricants, including the use of the incorrect octane rated fuel; and (ii) dirt or water in fuel, oil, coolant or other fluids.
Misuse	Any defects resulting from (i) driver negligence, misuse or abuse; (ii) loading or towing beyond the specified load and capacity; (iii) driving the vehicle after the loss of fluid such as coolant, oil, refrigerants to below the levels required in the Owner's Manual or after warning systems have advised the driver to stop the vehicle; (iv) driving the vehicle in off road conditions beyond the designed or intended use of the vehicle; or (v) tampering or disconnection.
Modifications	(i) Any modifications, dismantling, or other alterations that have not been approved by Volkswagen Group Australia, and any defect caused by changes to original equipment and the fitment of non-approved parts or accessories; (ii) the changing of ECUs or the upgrading of software within any ECUs in the vehicle relating to any systems; (iii) non-approved rust treatments and paint or fabric protection and window tinting; or (iv) any alterations that have changed the design or performance from that originally supplied by Volkswagen Group Australia.
Motorsport	Any parts that have been damaged or affected by any form of motorsport such as racing, speed trialling, track days, hill climbing and rallying or similar activities.
Overloading	Any defects resulting from the vehicle being subjected to overloading, even if the overloading is only momentary.
Reporting and repairs	Failure to (i) report warranty defects within a timely manner and have them repaired quickly, including paint and through corrosion repairs; or (ii) have the vehicle repaired promptly and in accordance with the manufacturer's recommendations following an accident or other damage, or after a defect becomes known or suspected.
Servicing	(i) Failure to have your vehicle serviced within the times required and recommendations of Volkswagen Group Australia or; (ii) damage caused to your vehicle by repairers who are not Volkswagen Dealers.



Tyres	Any claims in relation to tyres.
	Note: Tyres may be covered by warranties offered by individual tyre suppliers. Your authorised Volkswagen Dealer may be able to assist you with claiming this warranty from the supplier. If a tyre is found to be defective within the New Vehicle Warranty period, it will be assessed on the nature of the defect and the percentage of wear incurred. Where tyres are covered by a warranty, the warranty may not be the same length as the New Vehicle Warranty.
Wear and tear	Any parts that wear out as part of their normal operation (e.g. clutch linings, brake discs and pads, brake linings, wiper blades, globes of all types (excluding bi xenon and LED), fuses, trims, diesel particulate filters, catalytic converters, all belts, tyres, spark and glow plugs, shock absorbers, wheel bearings, and ball joints, filters, fuses, dry cell batteries, satellite navigation update discs) and all other parts of your vehicle that have been subject to normal wear and tear.

What the customer must pay for under the New Vehicle Warranty

In order to have the benefit of the New Vehicle Warranty, you are obliged to have your vehicle serviced in line with the recommendations set out in the Owner's Manual. If an incident occurs when a service should have been carried out, the incident may not be covered under this contractual warranty.

The New Vehicle Warranty does not cover the costs of routine maintenance of your vehicle or other consequential losses. These costs include:

- a) prescribed maintenance and service adjustments to your vehicle and parts or fluids used in connection with these;
- b) normal maintenance including adjustments (front axle, wheel alignment etc), periodic servicing, cleaning or replacement of oil, air, fuel, and particle and passenger compartment filters;
- c) wheel alignments and wheel balancing and other adjustments relating to normal wear and tear;
- d) costs associated with arranging alternative transport (e.g. rental cars);
- e) driveability concerns or vibrations related to the normal operation of the vehicle, damage such as fading and the alteration or deformation of parts due to their normal ageing process, noises related to operation of the vehicle, and deterioration such as discolouration;
- f) damage to DVD/navigation units caused by misuse or using copied CDs or DVDs; and
- g) any of the items listed above under "What is not covered by the New Vehicle, Paint or Through Corrosion Warranties?" which are defects from manufacture.

Paint and Through Corrosion Warranties

Paint and Through Corrosion Warranty defects must be reported to an authorised Volkswagen Dealer as soon as possible and within a reasonable timeframe. These repairs may require the vehicle to be inspected by a representative of Volkswagen Group Australia. This does not affect any rights that you may have under the ACL to have your vehicle repaired.



The Paint and Through Corrosion Warranties do not cover defects in relation to loading areas and bodywork conversions in respect of Volkswagen Commercial Vehicles.

Keeping your details up to date

The Australian Government requires manufacturers to be in a position to contact the current vehicle owner if any recall or service campaigns become necessary. Should you change your address or sell your vehicle, please call Volkswagen Group Australia on 1800 607 822 between 8:30am and 8:00pm Monday to Friday (AEST) to update your address or simply complete the online <u>Owner Amendment Form</u> as soon as possible.

Change of ownership

Subsequent registered owners may obtain the benefit of any unexpired portion of this New Vehicle Warranty by completing the <u>Owner Amendment Form</u> and submitting it to Volkswagen Group Australia, following the purchase of the vehicle. Alternatively, customers can contact Volkswagen Group Australia's toll-free Contact Centre on 1800 607 822 between 8:30am and 8:00pm Monday to Friday (AEST) or email <u>hello@myvw.com.au</u>.

Subsequent registered owners will be subject to all of the provisions, limitations, and exclusions of this New Vehicle Warranty.

Privacy

By accepting the services and benefits set out in these New Vehicle Warranty Terms and Conditions, you agree to your personal information being used and disclosed for the purpose of providing warranty services, and for the purpose of providing information about other products and services offered by Volkswagen Group Australia and its related companies. For further information, please see our privacy policy available on request or at www.volkswagen.com.au/en/privacy-policy.html.