

# ***MAZDA NEW COMMERCIAL VEHICLE WARRANTY***

## ***TERMS AND CONDITIONS***

Mazda Motor Corporation, hereinafter called the Manufacturer, and Mazda Australia Pty. Limited (A.B.N. 78 004 690 804), hereinafter called the Distributor, warrant each new Mazda commercial vehicle purchased on or after 1st June, 1997, to be free, under normal use and recommended maintenance, from defects in material and workmanship, subject to the following terms and conditions.

### **1. TERM**

This warranty shall exist for the longer of:

- (a) A period of 24 months from the earliest date of the Mazda commercial vehicle first being registered, sold at retail, or otherwise being driven, used or operated, or
- (b) The time until the Mazda commercial vehicle has travelled 100,000 kilometres but no longer than 36 months from the earliest date of the Mazda commercial vehicle first being registered, sold at retail, or otherwise being driven, used or operated

### **2. STANDARDS**

Except as provided in paragraphs 3 and 5 hereof, an authorised Mazda Dealer or the Distributor shall, at its discretion, either repair or replace any genuine Mazda part that is defective in material or workmanship, within the warranty term, without charge to the owner(s).

### **3. LIMITATIONS**

This warranty shall not apply to, or include any of the following;

- (a) Repair or replacement required not as a result of defects in material or workmanship of the Manufacturer but as a result of (i) accident, (ii) misuse or abuse, (iii) lack of proper maintenance, (iv) repairs improperly performed or replacement parts improperly installed by any person other than an authorised Mazda Dealer or the Distributor, (v) a replacement part or accessory not conforming to the Manufacturer's specifications, (vi) usage of any fuel other than that specified for the Mazda vehicle, (vii) modification and remodelling without acknowledgement by the Manufacturer or the Distributor, (viii) deterioration due to normal use and exposure, or (ix) damage and corrosion from environmental conditions such as airborne fallout, salt, sand, stone, hail, windstorm, lightning, flood and the like.
- (b) Any Mazda car used for competition racing or related purposes.
- (c) Any Mazda car equipment subject to normal wear and tear, including, without limitation, filters, ignition points and condensers, spark plugs, drive belt(s), fuses, globes, clutch facing, brake linings, wiper blades, glass, trim, headlights, battery, wheel alignment and balance, related adjustments, and the like.
- (d) Mazda's scheduled maintenance or other normal maintenance service, including, without limitation, cleaning and polishing, lubrication, adding coolant, and engine tune-up.
- (e) Any expense relative to transportation to and from an authorised Mazda Dealer or the Distributor.
- (f) Any consequential, indirect or incidental loss or damage.
- (g) Any claims relating to the Mazda vehicle which result from failure to execute the maintenance and repair required in the "Owner's Responsibility" section of the Warranty Information booklet.
- (h) Mazda vehicles that an Insurance Company has declared as a "total loss", i.e., "written off".

### **4. OTHER WARRANTY**

Subject to any statutory implied terms, this vehicle warranty contains the whole of the Manufacturer's and/or the Distributor's obligations, and an authorised Mazda Dealer or its or his agent or employee is not authorised to extend or enlarge this vehicle warranty.

### **5. LIMITATION OF LIABILITY AND REMEDY**

The Manufacturer and the Distributor are not liable for any consequential, indirect or incidental loss or damage or for any service not expressly provided herein and the liability of the Manufacturer or the Distributor under this warranty is limited to the repair or replacement of defective material or workmanship, by an authorised Mazda Dealer or the Distributor at its place of business utilising genuine Mazda approved parts and the skills of Mazda trained technicians. Rights given to or created in favour

of the buying public by legislation cannot be excluded or limited, and this vehicle warranty is to be read and construed as additional to and not restrictive of such statutory rights or warranties.

### ***TYRE WARRANTY***

Tyres installed as original equipment on Mazda vehicles are warranted by their respective manufacturers and are not included in this warranty.

### ***OWNER'S RESPONSIBILITY***

1. Maintenance services are the owner's responsibility.  
You must retain evidence that proper maintenance has been performed on your Mazda vehicle, which an authorised Mazda Dealer or other service provider should certify in the Warranty Information booklet by its stamp and its signature. Claims made during the warranty term will not qualify under the warranty if resulting from lack of maintenance rather than from defective material or workmanship.  
If your vehicle is subject to use under severe driving conditions, you should follow the additional maintenance requirements specified in your Owner's Manual.
2. You must maintain your Mazda vehicle in accordance with section "Appearance Care" in your Owner's Manual.
3. You must deliver you Mazda vehicle to an authorised Mazda Dealer to obtain warranty service.

For details of vehicle appearance, maintenance and service schedules (as referred to under "Owners Responsibility" above), please refer to the "Maintenance" and "Appearance Care" sections of the "Owners Manual".

### ***APPLICABLE MODELS***

BT-50 models with an ADR compliance plate (imported by Mazda Australia Pty Limited).