



Clutch Industries Pty Ltd (CI) warrants all its products to be free of defects in material and workmanship during the warranty period based upon the following terms and conditions;

#### **Warranty Terms and Conditions**

- 01.** UniClutch branded Clutches (UniClutch, UniClutch Sport, UniClutch 4Terrian & UniClutch fitment kit) come with a 5 Years/40,000 kilometre (Whichever comes first) from the date of purchase.
- 02.** UniClutch Track 1 Year/10,000 kilometre warranty period from the date of purchase, parts-only warranty.
- 03.** UniClutch Sub Components sold on their own come with a 1-year or 20,000 kilometre (whichever occurs first) from the date of purchase. Sub Components defined below
  - a. Thrust bearing
  - b. Concentric slave cylinders
  - c. Spigot bearing
  - d. UniClutch accessories
    - i. Removable Transmission Spline
    - ii. Spacers
    - iii. Bolts
    - iv. Circlip
    - v. Flywheel mount
- 04.** All products are subject to the following exclusions, Clutch Industries' warranty does not cover the following:
  - a. Normal wear and tear,(being the gradual and normal reduction in performance and/or operation due to usage), including wear and tear of any friction materials forming the surface between the clutch disk and pressure plate/flywheel or used as a component of the product;
  - b. Clutch components that are worn out or damaged due to excessive heat.
  - c. Any clutch or driveline noise-related issues; Especially noise generated at idle when the clutch is not in use/operating.
  - d. Any clutch or driveline noise-related issues; while the clutch is in operation which does not affect the drivability or functionality of the clutch system.
  - e. Shudder due to an incorrect bed-in procedure or an inadequate amount of time/kilometre completed to properly bed-in clutch components.
  - f. Failure/defect from misuse or abuse deemed to be the result of incorrect driving practice;
  - g. Failure/defect from misuse or abuse is deemed to be the result of choosing the incorrect product type for vehicle use.
  - h. Any damage that CI deems to be cosmetic damage only.
  - i. Any components that have been exposed to external contaminates such as dirt, oil, excessive grease, or foreign objects or any other external contaminate which has been found to be a contributing factor in a potential failure;
  - j. Any defect or damage caused by another manufacturer component failing and causing damage or non function of the CI part.
  - k. Any defect or damage caused by failure of an engine or engine component.
  - l. Any defect or damage caused by vehicle gearbox or driveline component failure.
  - m. Any defect or damage caused by a collision or other accident;
  - n. Any defect or damage caused by the failure to store, handle, install, assemble, maintain or use the product in accordance with CI's instructions or specifications, including but not limited to:
  - o. Modification of the product by the customer in any way.
  - p. Installation of the product in a vehicle that is not in full compliance with the instructions and specifications of the manufacturer of that vehicle;
  - q. Installation of a product that has suffered damage prior to installation, which was not rectified by the installer prior to installation.
  - r. Failure to review and follow relevant technical bulletin or installation instructions included with the Clutch kit or failure to review the CI websites/part number product page for relevant Technical bulletin or installation instructions prior to installation components, which results in a failure, in-operation or excessive wear due to incorrect installation.

- s. Any defect or damage arising directly or indirectly as a result of the vehicle being exposed to any abnormal climate conditions or operating circumstances.
- t. Any defect or damage arising directly or indirectly as a result of racing, competing, motorsports or stunt driving activities in the vehicle in which the product is installed.
- u. Any defect or damage arising directly or indirectly as a result of the failure to use and install an appropriate scatter shield.
- v. Any defect or damage arising directly or indirectly as a result of the vehicle being used in any form of off-road driving activities.
- w. Any defect or damage arising from towing over the vehicles rated OEM GVM.
- x. Any defect or damage arising from the vehicle's engine making more torque than 70% of the peak torque capacity of the clutch kit purchased and installed.
- y. Any costs associated with making a claim under this warranty, including but not limited to the cost of removing and returning the product to CI for warranty review.
- z. Costs of removal or reinstalling of the product in order for a warranty claim to proceed, all such costs shall be the responsibility of the consumer.

**05. Specific UniClutch product clauses**

- a. Increased torque capacity claims are based on information available at the time of testing, it is the responsibility of the purchaser to confirm that the torque capacity of the unit is correct for the vehicle application.
- b. Sound reduction claims- Any claims relating to sound generated by the clutch or related components that do not affect the operation of the clutch.
- c. Claims for clutch non-release as each UniClutch is validated for release after the clutch is assembled;
- d. Claims for incorrect fitment if the installer has not followed vehicle-specific fitment sheet.
- e. Claims for incorrect fitment due to uncatalogued UniClutch vehicle fitment, unless approved by CI tech team after purchase.
- f. Claims for any variance to clutch pedal feel or release point, UniClutch website lists potential expected pedal feel;
- g. UniClutch Anti-tamper clause
  - 1. If the anti-tamper seal has been removed, modified or altered in any way.
  - 2. UniClutch QC QR code is purposely damaged or removed.
- h. Fitment kit
  - 1. Flywheel Mount failure due to over-torquing Flywheel Mount to flywheel bolts at the time of installation;
  - i. UniClutch fitment – Due diligence is required by the installer when fitting a UniClutch to a vehicle to ensure that UniClutch is assembled to the correct setup specification as outlined by the UniClutch website/vehicle spec sheet and installation guide. Warranty will be void if UniClutch is found to have been set up incorrectly at the time of installation.

**Warranty Claim Procedure, Terms and Conditions.**

- 06.** It is the responsibility of the installer or mechanic working on a vehicle to ensure that all checks have been made prior to a warranty claim taking place. They should ensure that there is no other possible issue causing the problem experienced and that they speak with the CI tech/warranty team to ensure that proper troubleshooting has been undertaken before removing the product from the vehicle & pursuing a warranty claim.
- 07.** The part number of the returned item or kit must be returned complete with all original components returned as supplied by CI.
- 08.** Warranty is restricted to the original purchaser; warranty will not transfer over to new owners of vehicle or part if on sold by the original owner/end retail purchaser.
- 09.** With relation to UniClutch, the product has been registered to the purchaser the via the unique QR code on the product and UniClutch website.
- 10.** To commence a warranty claim, the claim must go through the original place of purchase, of which the kit was initially purchased from CI. Throughout the rest of these terms, they will be known as the CI agent. This assumes that the warranty on the item is still within the warranty period and with valid proof of purchase.
- 11.** Proof of purchase/warranty time frame is required and needs to be validated by CI before the warranty claim can proceed.

12. CI must be contacted prior to any warranty claim being made, CI technical and warranty team will assess the initial issue, and if CI deem it to be a potential claim, the Item in question will need to be sent back to CI for review, A return authority will need to be generated and assigned to the warranty case.
13. CI agent is to ensure that the Return authority (RA) is displayed on the package being returned.
14. CI agent will ensure the item is packaged in a suitable way to ensure it is not damaged in transit to CI, Customer raising the claim will be responsible for freight costs back to CI HQ.
15. CI will not be liable or authorise any work to be completed prior to CI warranty assessment has been conducted. Any cost associated with work completed will be the responsibility of the vehicle owner/ workshop conducting work as per the warranty clause.
16. Once parts arrive at CI HQ, a CI representative will assess parts, and we will endeavour to provide feedback within 14 days and provide feedback on the claim via the CI agent.
17. The Business engaged in warranty repair work has a valid ABN, and the technician/mechanic engaging in mechanical work is fully licenced or qualified with current relevant light vehicle trade certification.
18. If a warranty claim is approved
  - a. The CI agent making the claim will be notified via phone or email, a report will not be provided outlining the exact reasons for warranty approval.
  - b. A replacement of the part number returned will be supplied if still required.
    - i. The replacement supplied will not have a new warranty term, it will continue the original part's warranty terms.
    - ii. CI reserves the option to repair or replace products at no charge if found to be defective during the warranty period.
    - iii. CI reserves the right to repair or replace any defective/warranty parts using either new or refurbished parts, or may substitute them with alternative parts possessing similar specifications, If the original part is unavailable. Any approved warranty claim presented for warranty review may be repaired/replaced with refurbished goods of the same kind. Refurbished components may also be utilised to repair the goods.
  - c. If a warranty claim is accepted, and the claim includes labour, CI may offer a payment of labour at a compensation rate based on the vehicle's clutch removal and refit time, this amount will only be offered at the value CI approves, which will only be applicable at the time of the claim. For clarification of the labour compensation rate & the remove and refit time, contact CI for further details.
    - a. Any labour paid will only be for the removal and refit time of the part approved for warranty and not include any consequential loss as part of the rectification of a warranty issue. Consequential loss is outlined in below,
      - i. Any cost relating to the warranty repair, including but not limited to, cost to diagnose the issue, product removal or product reinstallation once repaired;
      - ii. Any indirect or consequential loss or damage to the Vehicle, including any damage to mechanical, electrical or body components of the Vehicle, arising from any defect;
      - iii. Any loss or damage to the Product or Vehicle occurring whilst the Product or Vehicle is in transit;
      - iv. Any transport or ancillary costs, including but not limited to, towing, rental car, accommodation or any other expense occurring as a result of the warranty claim.
      - v. Any loss of profits/earnings or other indirect or consequential loss whatsoever arising from any defect;
      - vi. Any loss or damage caused by any delay in assessing the Customer's warranty claim or in repairing or replacing defective part;
  - d. A credit note will be generated by CI to the original purchaser for the part number returned as well as any labour recovery that has been approved by CI for credit.
    - a. Credit value for the part will be based on the original purchase price of goods from CI relating to this warranty claim. If the exact original purchase price is unknown, another transaction of the same part number sold, during the same time period may be used as the credit value, this is to CI discretion.

- e. The credit will be applied to the CI agent's account, and the CI agent will be responsible for crediting the workshop/end customer the final value if required.
  - f. Credit cannot be made by CI to anyone other than the original purchaser unless the warranty transaction is being processed via CI's master installer program, which is subject to its own terms and conditions.
- 19.** If a warranty claim is rejected
- a. A rejection report outlining CI's findings will be sent to the CI agent for review and communication with their customer.
  - b. CI will only supply this report to another party at the authorisation of the CI agent.
  - c. From the date of the rejection report is sent, CI will hold onto the item for a period of 30 days. It is the responsibility of the customer to inform CI if they require the parts to be returned. After this period, CI reserves the right to dispose of the items without further follow-up/communication.
  - d. The CI agent can request the parts to be returned to them from CI, this will need to be arranged at the CI agent/customers cost.
  - e. If parts are requested to be returned to owner, CI will package components for freight in as-is condition.
- 20.** Abandoned claims - In the event Clutch Industries have made multiple attempts to facilitate the progress of a claim and the claimant has remained unresponsive, Clutch Industries will enter a cooling off period of 7 days. Clutch Industries will notify the claimant and explain that they have a final opportunity (within this 7-day period) to return items required to progress the warranty claim or provide any details related to the claim that is required to assist in CI's warranty investigation. If no further attempt is made or communication is still unsatisfactory, Clutch Industries have the right to reject the claim based on abandonment. No pay-outs, refunds or credits will be issued beyond this timeframe, and any property initially returned for assessment will be disposed of within a 30-day period.
- 21.** This warranty will be VOID automatically if, in CI's reasonable opinion the product has been subject to any unreasonable use, misuse, negligence, fire, or accident; or the product has been modified, repaired or dismantled without CI's prior written authorization; or any CI part has been replaced with a non-CI part. CI reserves the right in its sole discretion to inspect, evaluate and test the purportedly defective product in any way deemed appropriate by CI, and then make the final decision as to whether the product in fact is faulty or defective in material or workmanship. This is our exclusive written warranty. We make no other express warranties, nor is anyone else authorized to make any express warranties on our behalf.
- 22.** All warranty terms and conditions listed above are subject to change without notice or the requirement of CI to notify consumers. It is the responsibility of the consumer to understand CI's warranty policy and keep upto date with it as required.

**WARNING: DO NOT USE ANY CI PRODUCT IN VEHICLES WHICH HAVE BEEN MODIFIED TO EXCEED THE MAXIMUM ENGINE RPM(S) BEYOND THAT WHICH WAS SPECIFIED BY THE ORIGINAL VEHICLE MANUFACTURER WITHOUT FIRST INSTALLING APPROPRIATE SAFETY EQUIPMENT, INCLUDING BUT NOT LIMITED TO TRANSMISSION GUARDS, AS SUCH USE MAY CAUSE THE PRODUCT TO EXPLODE UNEXPECTEDLY CAUSING SERIOUS INJURY AND/OR DEATH.**