

TOHATSU WARRANTY AGAINST DEFECTS

WHAT IS COVERED?

- 1.1 Lakeside Marine Pty. Limited ("Lakeside") as the exclusive Australian Distributor of Tohatsu Outboard Motors agrees ("the Tohatsu Warranty"), should any part of the goods require repair or replacement as a result of a manufacturing or material defect, to carry out the necessary repairs during the Tohatsu Warranty period.
- 1.2 The Tohatsu Warranty period shall be 36 months from date of purchase for goods used for non-commercial purposes and 12 months from date of purchase for goods used for commercial purposes.

CUSTOMER CARE

- 2.1 The Tohatsu Warranty period begins on the date of purchase by the first retail non-commercial consumer or commercial end user. Registration will become effective upon receipt by Lakeside of a completed Tohatsu Warranty Identification Certificate and Pre-delivery Certificate.
- 2.2 The Tohatsu Warranty will only apply if the goods have been at all times maintained only by an Authorised Tohatsu Dealer, using genuine Tohatsu replacement parts, and in accordance with the manufacturer's maintenance instructions; have been used at all times in accordance with the manufacturer's Required Maintenance and Operating Instructions and with the instructions contained in the Owner's Manual; and have not been damaged, accidentally or otherwise, or subjected to misuse, neglect, abuse, alteration or tampering with.
- 2.3 To claim under the Tohatsu Warranty, you must present an Authorised Tohatsu Dealer with your Tohatsu Warranty Identification Certificate and your Service Record. You may locate Authorised Tohatsu Dealers by going to our website tohatsu.com.au or by telephoning us on (02) 4392 6110.

WHAT WE WILL DO

- 3.1 We will repair or replace all parts as shall be necessary to remedy any manufacturing or material defect, provided that such defect is discovered during the Tohatsu Warranty period and provided further that Lakeside accepts to its reasonable satisfaction that the defect is covered by the Tohatsu Warranty and that the conditions of the Tohatsu Warranty have been met.
- 3.2 Subject to any warranties implied by law, Lakeside reserves the right to replace the goods with the same or equivalent goods rather than have the goods repaired, in which case the goods shall become the

property of Lakeside and the Tohatsu Warranty will remain from the original purchase date.

WARRANTY COSTS

- 4.1 Except as otherwise provided herein, if Lakeside has accepted your claim under the Tohatsu Warranty, Lakeside will carry out the necessary repairs without charge for parts or labour. The Tohatsu Warranty does not cover consequential and incidental expenses beyond the work referred to in clause 3.1.
- 4.2 You are responsible for transportation and insurance costs to and from the Authorised Tohatsu Dealer and Lakeside accepts no responsibility for goods lost, mislaid or damaged while in transit.

EXTENT OF WARRANTY

- 5.1 The Tohatsu Warranty does not cover general deterioration due to wear and tear nor does it apply to minor adjustments, tune-ups or specified maintenance procedures.
- 5.2 To the extent permitted by law, Lakeside's liability for loss or damage of whatsoever kind related to the goods is limited to the replacement of the goods, the repair of the goods, the payment of the cost of replacement goods or the payment of the cost of having the goods repaired.
- 5.3 To the extent permitted by law, these terms and conditions supercede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the goods or any part of the goods. This includes representations relating to the performance of the goods.

EXTENT OF AUTHORITY

6. Except as otherwise provided herein, neither any Authorised Tohatsu Dealer nor any other person has authority to give any warranty or guarantee, either written or verbal, on behalf of Lakeside.

GENERAL

7. Our goods come with guarantees that cannot be excluded under 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. The benefits of our warranty are additional to any other rights and remedies you may have under law.