



## Our Warranty Policy

All Thetford finished Goods have a 3 year warranty from date of recreational vehicle purchase or date of purchase from webstore/distributors/suppliers.

Spare parts are replacement parts for Thetford finished goods and they have a 12 month warranty from date of purchase.

Thetford will provide warranty service with acceptable care, skill, knowledge and completed within a reasonable time including availability of service agents.

Repair or replacement of the Products by Thetford at Thetford's sole discretion is the exclusive remedy under this limited warranty.

### Fitting and use

All Thetford products (with the exception of our Porta Potti range) require specialised skills, repairs and replacements must be completed by an authorised Thetford service agent/dealer.

**You** must ensure the item is fitted as per it's installation manual and adhere to all relevant safety and compliance laws.

**You** are also required to use the Thetford product for the purpose for which it was originally designed and in accordance with the product, user manual and installation manual.

### Limitation of Damages

Thetford shall not be liable for incidental, consequential, direct, indirect, or other damages (such as, but not limited to, lost wages, loss of use, diminution in value, lost profits, lost opportunities, alternative transportation, inconvenience, cost of lodging, or lost vehicle rental expenses, lost food, external damage not in relation to the product that result from breach of the written warranty or any implied warranty.

### Limitation of Implied Warranties

This limited warranty is in lieu of and in exclusion of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Any implied warranties that arise under applicable law notwithstanding the foregoing, including any implied warranty of merchantability or fitness for a particular purpose, are limited in duration to the term of this limited warranty and are limited in scope of coverage by this limited warranty.

### Warranty Exclusions

By way of example only, this limited warranty does not cover any of the following:

- Normal maintenance;
- Normal **Wear** parts;
- Obsolete parts and/or Products
- Fitting of the Thetford product other than in accordance with the product information, user or installation manual and all the relevant safety and compliance laws
- Using the Thetford product other than for the purpose for what it was originally designed or other than in accordance with the product information and all the relevant safety and compliance laws including unusual, improper or negligent use or misuse.
- Misuse or neglect of the Thetford Product, including improper repair or maintenance or failing to repair and maintain or use non-recommended substances
- When the vehicle is used for rental or other commercial purposes (Note: It shall be concluded that the vehicle has been used for commercial and/or business purposes if the owner or user files a tax form claiming any business or commercial tax benefit related to the vehicle, or if the vehicle is purchased, registered or titled in a business name);
- Additions or accessories not originally installed by Thetford and any problems resulting from such additions or accessories;
- Damage caused by, but not limited to, misuse, carelessness, abuse or negligence, accident, fire, allowing to freeze, improper repair, improper installation, or any other unreasonable use including flushing non-dissolving items such as feminine hygiene products, condoms, cigarette butts, **Wet** wipes, diapers, swabs, facial tissue, dental floss, kitchen waste, harsh chemicals or anything that may damage the Product;
- The Product's identification number containing and not limited to any compliance labels, product serial number or date of manufacture stamp has been effaced, altered, or removed.
- Damage that arises outside of normal and proper use;
- For any issue on a vehicle that has been substantially damaged, deemed a total loss by an insurance company or branded as salvage, whether or not reflected on the vehicle title;
- Damage caused by, but not limited to, alteration, abuse, collision, fire, theft, vandalism, **Weather**, freezing, flooding, acts of God/nature, road hazards, rough terrains, adverse conditions or other casualties;
- Damage or defects with respect to Products in a vehicle that is leased or rented to another party for compensation; or
- Systems and components damaged as a result of corrosion, including, but not limited to, salt and/or acidic exposure
- Use of replacement parts that do not meet Thetford's specifications.



- Formal or informal competitive events, such as racing, rallying, hill climbing, speed trials or similar activities and or
- Using the Thetford product in underground or other highly corrosive environments including sea water.

### **Making a Claim**

Depending on where **You** have purchased **Your** product please immediately contact **Your** nearest Thetford service agents or dealer as soon as **You** become aware of a possible defect in the Thetford product for finished goods and spare parts.

Do not remove or attempt to fix the Thetford Product on **Your** own. Do not remove any data labels with the serial number and product details. If **Your** claim is in order, **Your** service agent or **We** will notify **You** within a reasonable period of time at their/our sole discretion.

**We** also require **You** to provide the purchase receipt to confirm **Your** date of purchase to **Your** service agent or dealer. Please note that no warranty claim will be accepted without proof of purchase from our webstore or authorised dealer. **Your** appointed service partner will lodge the claim form.

**You** will arrange for **Your** product to be assessed and repaired with **Your** nearest authorised Thetford service partner at **Your** own cost. Where there is no Thetford Service partner **We** will arrange for **You** to return the Thetford product to us.

Thetford or authorised Thetford service partners will replace or repair the product. Depending on the assessment whether it is a minor or major issue, the costs of replacement, labour costs for the replacement of defective components and/or the costs of the parts themselves will be paid for by Thetford. Thetford does not cover any cost of a call out fee from our service partners.

If further information or investigation is required or if the claim does not meet the requirements our warranty, **You** will receive a written notification from **Your** service agent or us.

### **Australian Consumer Law**

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, **You** are entitled:

- to cancel **Your** service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

**You** are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major

failure, **You** are entitled to have the failure rectified in a reasonable time. If this is not done **You** are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. **You** are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

**We** reserve the right to update the information at any time. It is the user's responsibility to determine if the product and information is suitable for the intended application by seeking a Thetford approved consultant.

### **TERM**

**Accessory:** refers to a separately packaged product that is designed to provide additional value to a Thetford finished good.

**Date of purchase:** When the Thetford product is purchased through the webstore, it is the date of when there is confirmation that the payment has been received. Whereby Thetford product is purchased elsewhere, date of purchase refers to the date of ownership.

**Dealers/They/Thetford dealers:** Purchases and sells Thetford products through their outlet.

**Finished Good(s):** refers to Thetford products including refrigerators, cooking appliances, toilets, service doors, vents.

**Product Information:** Information about Thetford product which may be supplied in the packaging or through an approved Thetford consultant. The documentation is not limited to user manual, safety instructions, installation instructions, owners manual, service manual, labels and packaging.

**Product/Thetford Products:** Refers to all Thetford products including finished goods and spare parts.

**Spare part(s):** refers to a separately packaged replacement part for Thetford finished goods.

**They/Thetford service agents/partners:** Are approved and authorised service agents that have been trained the Thetford way to fix or repair Thetford Products. Find **Your** nearest service agents [www.thetford.com.au/store-locator/](http://www.thetford.com.au/store-locator/).

**We, us:** Thetford Australia (ABN 47 117 748 062)  
Address: 130-132 Freight Drive, Somerton VIC 3062

**You, Your:** The purchaser of Thetford products from the webstore, dealer, supplier, distributor and recreational vehicle manufacturers.