

NEW VEHICLE WARRANTY BY

VEHICLE DEVELOPMENT CORPORATION PTY LTD

ABN: 870 954643964 ("VDC") of 380 Barry Road, Coolaroo, VIC 3048.

1. VDC EXPRESS NEW VEHICLE WARRANTY

The vehicle was manufactured by Ford Motor Company of Dearborn, Michigan, United States of America as a left hand drive vehicle to specifications applicable for the sale of vehicles in the United States or Canada (with exception of metric speedometer), and Ford Motor Company has not manufactured the vehicle to meet Australian Design Rules. Therefore neither Ford Motor Company nor its affiliates warrant that the vehicle complies with Australian Design Rules.

VDC has modified the vehicle from left hand drive to a right hand drive and has modified the vehicle to comply with Australian Design Rules. VDC has, with written approval from the Minister under section 10 of the Motor Vehicle Standards Act (Commonwealth) 1989, affixed to the vehicle an Identification Plate declaring that the vehicle complies with Australian Design Rules.

Your rights under the Australian Consumer Law

The vehicle comes with guarantees given by VDC that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.

2. THE VDC EXPRESS NEW VEHICLE WARRANTY - WARRANTY STATEMENT

2.1 VDC warrants to the Owner that it will during the VDC Vehicle Warranty Period, at its option, repair, replace or adjust free of charge at the premises of the Servicing Dealer/Authorized Repairer any Part of the Vehicle which it finds to be defective in factory materials or workmanship under normal use and operation within Australia provided that:

- (a) The Part has not become defective as a result or consequence of the Owner's failure:
 - (i) To properly maintain, use or operate the Vehicle in accordance with the recommendations and instructions, and the capacity and operating limitations, specified for the Vehicle by VDC;
 - (ii) To have the Vehicle properly, regularly and punctually serviced in accordance with the instructions and recommendations specified for the Vehicle by VDC.
- (b) The Vehicle is under normal circumstances delivered at the Owner's expense to the Servicing Dealer/Authorized Repairer for the carrying out of the required VDC Warranty Service as soon as possible after the need for such service becomes apparent.

2.2 Unless VDC expressly agrees, the VDC Vehicle Warranty will not apply to any defect in, or which is attributable to, or to the use of, any Modification made to the Vehicle unless such Modification has been made by or at the direction of, VDC.

The VDC Vehicle Warranty will cease to apply to any Vehicle which VDC believes, on reasonable grounds, has been Written Off.

Note: The terms of the VDC Vehicle Warranty include the questions and answers contained in the Warranty Explanation on the following pages.

The VDC Vehicle Warranty is in addition to other rights and remedies conferred upon consumers under the Australian Consumer Law and any other applicable Commonwealth, State or Territorial Statutory Enactment.

3. Definitions

3.1 In this VDC Vehicle Warranty (including the Questions and Answers contained in the Warranty Explanation):

3.2 “Authorized VDC Dealer/Repairer” means a dealer appointed by VDC to sell for and on behalf of VDC new and/or unused vehicles of the kind marketed from time to time by VDC in Australia and to perform VDC Warranty Service on such Vehicles.

3.3 “VDC Parts” and “VDC Accessories” shall mean parts and accessories sold by VDC but does not include tires.

3.4 “VDC Parts and Accessories Warranty” means the express warranty set out later in this section of the Guide in connection with the sale of VDC Parts and VDC Accessories.

3.5 “VDC Vehicle Warranty” means the express vehicle warranty set out at the commencement of this section of the Guide, (including the Questions and Answers contained in the Warranty Explanation).

3.6 “VDC Vehicle Warranty Period” means:

- For claims in respect of batteries, the period expiring 12 months (or 6 months for taxis) after the VDC Warranty Commencement Date; or
- In all other cases, the period expiring three years after the VDC Warranty Commencement Date, or when the aggregate distance travelled by the Vehicle reaches 100,000 kilometres whichever occurs first.

3.7 “VDC Warranty Commencement Date” means:

- In the case of a Vehicle which is a company, dealership or demonstration vehicle, the date on which the Vehicle is first registered by VDC or an Authorized VDC Dealer/Repairer; or
- In all other cases, the date on which the Vehicle is delivered to its original Owner by the Selling Dealer.

3.8 “VDC Warranty Service” means any repair, replacement or adjustment which is to be, or which has been, performed by the Servicing Dealer/Authorized Repairer under the VDC Vehicle Warranty.

3.9 “Modification” includes any addition, deletion or alteration made to or from the Vehicle.

3.10 “Owner” means the owner of the Vehicle for the time being during the VDC Vehicle Warranty Period.

3.11 “Part” means any part, component or assembly of the Vehicle.

3.12 “Performance / Compliance” means the performance, durability, stability, reliability and/or safety of the Vehicle and the compliance of the Vehicle with all relevant Statutory Enactments (including all relevant Australian Design Rules).

- 3.13** “Selling Dealer” means the Authorized VDC Dealer/Repairer from whom the Vehicle was first purchased by the original Owner.
- 3.14** “Servicing Dealer” means the Authorized VDC Dealer/Repairer who has performed, or who has been requested by the Owner to perform, VDC Warranty Service.
- 3.15** “Statutory Enactment” means the Competition & Consumer Act 2010 and any other statutory enactment of the Commonwealth of Australia or of any Australian State or Territory and includes any law, by-law, rule, regulation, or ordinance made pursuant to any such statutory enactment.
- 3.16** “Vehicle” means the vehicle identified at the back of this Guide under the heading “Owner/Vehicle Identification”.
- 3.17** “Written Off” in relation to a Vehicle means, without limitation, that the Owner, insurer or financier of the Vehicle has decided that the Vehicle has been so severely damaged that it is no longer economic to repair.

2. WARRANTY EXPLANATION

The following questions and answers are intended to assist you in understanding the VDC Vehicle Warranty provided with the Vehicle. The meaning of words printed in italics/capitals is set out under the heading “Definitions” in this section of the manual.

- (i) Who can obtain VDC Warranty Service?
- If you are the Owner of the Vehicle or if you have exclusive possession of the Vehicle pursuant to a lease, credit, hire purchase or finance agreement you may obtain VDC Warranty Service during the VDC Vehicle Warranty Period.
- (ii) Where should I go and what should I do to obtain VDC Warranty Service?
- It is the responsibility of the Selling Dealer to provide VDC Warranty Service and you should take the Vehicle to that Dealer whenever VDC Warranty Service is required. However, if it is not practicable or convenient for you to take the Vehicle to the Selling Dealer (for example if you are travelling, have moved to another location or have other difficulties) you may take the Vehicle to any other authorized VDC repairer. You should contact the VDC Customer Relationship Centre for details of the nearest authorized repairer.
- The “Owner/Vehicle Identification” details recorded in the back of this Guide are required by the Servicing Dealer/Authorized Repairer in connection with the provision of VDC Warranty Service. Accordingly it is important that you present this Guide to the Servicing Dealer/Authorized Repairer whenever you request VDC Warranty Service.
- (iii) What should I do if the Vehicle becomes inoperative or unsafe as a result of a defect which is covered by the VDC Vehicle Warranty?
- If, as a result of a defect which is covered by the VDC Vehicle Warranty the Vehicle cannot be driven, or cannot be driven safely, you should contact the VDC Customer Relationship Centre as soon as possible and arrange for that Dealer to carry out the required VDC Warranty Service.
- (iv) What should I do if in an emergency VDC Warranty Service is required and an Authorized VDC Dealer/Repairer is not available at that time to provide such service?
- If, in an emergency, a repair, replacement or adjustment of a kind covered by the VDC Vehicle Warranty is required to enable the Vehicle to be operated safely and it is not practicable for you to have that service performed by the Selling Dealer or another Authorized VDC Dealer/Repairer, the service, but only to the extent that it is necessary to enable the Vehicle to be operated safely, may be

performed by any other available qualified servicer or repairer. A claim for the reasonable cost of such service may be made on VDC through the Selling Dealer or the Authorized VDC Dealer/Repairer who would normally, carry out the VDC Warranty Service. When such emergency service has been performed by other than the Selling Dealer or an Authorized VDC Dealer/Repairer you should contact the VDC Customer Relationship Centre to make arrangements to have the vehicle taken for inspection of the service and/or the completion of any required VDC Warranty Service as soon as possible.

- (v) What should I do if I have any difficulties in obtaining VDC Warranty Service?

If you encounter any difficulties in obtaining VDC Warranty Service, you should contact the VDC Customer Relationship Centre. The telephone number and address of the VDC Customer Relationship Centre is set out on the Customer Assistance and Service page earlier in this Guide.

- (vi) Do I have to bear any costs or expenses in connection with the provision of VDC Warranty Service?

Except as stated below, Parts and labour used and supplied in carrying out VDC Warranty Service at the premises of the Servicing Dealer/Authorized Repairer are free of charge. Whenever VDC Warranty Service is to be carried out by the Servicing Dealer/Authorized Repairer it is your responsibility to deliver the Vehicle to the Servicing Dealer/Repairer's premises and to collect it from those premises when the VDC Warranty Service has been completed. Subject as hereinafter provided and to the specific requirements of any relevant Statutory Enactment, unless you and the Servicing Dealer/Authorized Repairer otherwise agree, you will be required to bear all costs and expenses incurred in taking the Vehicle to, and in collecting it from, the Servicing Dealer/Repairer's premises. Whenever VDC Warranty Service is carried out at your request at a location away from the Servicing Dealer/Repairer's premises, subject as hereinafter provided, and to the specific requirement of any relevant Statutory Enactment, unless you and the Servicing Dealer/Authorized Repairer otherwise agree, you will be required to bear such additional costs and expenses (including, but not limited to, travelling time and distance charges) as are reasonably incurred by the Servicing Dealer/Authorized Repairer in carrying out such VDC Warranty Service away from the Servicing Dealer/Repairer's premises. If as a result of a defect which is covered by the VDC Vehicle Warranty the Vehicle cannot be driven or cannot be driven safely and you arrange for the nearest Authorized VDC Dealer/Repairer to carry out the required VDC Warranty Service, such reasonable costs and expenses as are incurred in moving the Vehicle to that Authorized VDC Dealer/Repairer's premises or, if that Dealer so elects, in performing the required VDC Warranty Service at the place where the Vehicle is located (or at some other location), will be covered by the VDC Vehicle Warranty.

- (vii) Are loss of time, inconvenience, commercial or other direct or indirect loss, damage or injury covered by the VDC Vehicle Warranty?

No. The VDC Vehicle Warranty covers only the repair, replacement or adjustment at the Servicing Dealer/Repairer's premises, of those Parts of the Vehicle which are found by VDC to be defective in factory materials or workmanship during the VDC Vehicle Warranty Period. No other type of claim for compensation of whatever nature, notwithstanding that the same may have resulted from, or have arisen as a consequence of, a defect in factory materials or workmanship in the Vehicle, or in any Part of the Vehicle, will be recognised under the VDC Vehicle Warranty. The rights and remedies which are available to you under any relevant Statutory Enactment or otherwise at law in connection

with any such claim for compensation must be pursued outside the ambit of the VDC Vehicle Warranty.

(viii) When will the VDC Vehicle Warranty not apply?

The VDC Vehicle Warranty will not apply unless the Part which is alleged to be defective is found by VDC to be defective in factory materials or workmanship under normal and proper use and operation within Australia. Accordingly, the VDC Vehicle Warranty will not apply if the failure of the Part in the Vehicle to which your claim relates is caused by or is attributable to:

- misuse of such Part or of the Vehicle;
- failure to properly maintain and care for the Vehicle;
- failure to have the Vehicle properly, regularly and punctually serviced in accordance with the instructions and recommendations specified for the Vehicle by VDC; or
- exceeding the operating or capacity limitations specified for the Vehicle by VDC in the use and operation of the Vehicle.

In this regard, overloading the Vehicle, using it on obviously unsuitable terrain or surfaces are instances, but not the only instances, of abnormal or improper use or operation which could cause or result in the failure of a Part and lead to a rejection of a claim in connection with such Part under the VDC Vehicle Warranty. A claim under the VDC Vehicle Warranty will also be rejected if a Modification (other than a Modification made by, or at the direction of, VDC) is made to the Vehicle by, or for you and such Modification adversely affects the Performance / Compliance of the Part in respect of which such claim is made. In this regard the use of a part, component, assembly, equipment or accessory not supplied or approved by VDC will be regarded as a Modification and may lead to the rejection of a claim under the VDC Vehicle Warranty if the use of such part, component, assembly, equipment or accessory adversely affects the Performance / Compliance of a Part in respect of which a claim is made under the VDC Vehicle Warranty.

(ix) What other items are not covered by the VDC Vehicle Warranty?

Maintenance costs and wear and tear items, since they do not arise from defects in factory materials or workmanship, are not covered by the VDC Vehicle Warranty.

While the minimum maintenance requirements are listed in this Guide, climatic and operating conditions or driving habits may require the performance of additional or more frequent maintenance services. Please refer to 'severe/unusual conditions' in this Guide. Your Servicing Dealer/Authorized Repairer can advise you on these matters.

The maintenance items, except where they are required as a result of defects in factory materials or workmanship, for which you may be required to pay include:

- Engine tune-up,
- Maintenance servicing of emission control systems devices,
- cleaning of the fuel system,
- Wheel balance and alignment,
- Adjustment of clutch or brakes,
- Removal of body rattles and squeaks and the general tightening up of components,

- Keypad batteries (where fitted),
- replacement of items such as oil/fuel/air filters, emission control valves, spark plugs, wiper blades, engine and other belts, hoses and brake and clutch linings,
- the addition of lubricants,
- Repair/replacement of trim and appearance items,
- Repair/rectification of paint damage, dents, scratches, chips and marks
- Repair or replacement of tyres caused by:
 - Normal wear,
 - Damage such as cuts, snags, bruises, bulges and impact breaks (from kerbs or potholes),
 - Damage caused by a puncture or tyre repair, or
 - Damage caused by improper inflation or alignment, tyre chains, racing, driver abuse, spinning (such as when stuck in mud or snow), improper mounting or dismounting.

(x) Will the VDC Vehicle Warranty be excluded if I have the Vehicle modified and the Modification does not adversely affect any Part of the Vehicle?

No. However, VDC does not warrant the workmanship of, nor any material, Part, component, assembly, equipment or accessory (unless such material, Part, component, assembly, equipment or accessory has been supplied or approved by VDC for the purpose) used in, nor any defect caused by, or attributable to, or to the use of, any Modification not carried out by, or at the direction of, VDC. For example, if the Vehicle has been converted for the use of Liquid Petroleum Gas VDC does not warrant the conversion nor the workmanship of the conversion nor any material, part, component, assembly, equipment or accessory used in the conversion (unless such material, part, component, assembly, equipment or accessory has been supplied and approved by VDC for use in the conversion) nor any defect in any Part of the Vehicle which results from or is attributable to, or to the use of, the conversion, but otherwise the VDC Vehicle Warranty will continue to apply with respect to the Vehicle during the VDC Vehicle Warranty Period.

(xi) Will the VDC Vehicle Warranty be excluded if I use the Vehicle to tow a caravan, trailer or other similar equipment?

While the Vehicle has not been specifically designed for towing, it may be used for that purpose without limiting your rights under VDC Vehicle Warranty if:

- the Vehicle is properly and regularly serviced and maintained and is adequately and properly equipped for towing with VDC approved towing equipment;
- you comply in all respects with the instructions of the manufacturer or supplier of the towing equipment fitted to the Vehicle with respect to the fitment, use and operation of that equipment and the fitment and/or use of any recommended additional equipment;
- the Vehicle is not overloaded and is driven and operated in a proper and careful manner over suitable roads and terrain;
- you comply in all respects with VDC's recommendations with respect to towing equipment, maximum loads and the use of the Vehicle for towing; and

- if the caravan, trailer or equipment which is towed is of a reasonable size, shape and weight having regard to the size and operating capacity of the Vehicle and the driving and other conditions which will be encountered during towing. It should be understood that towing can have an adverse effect on the Vehicle's performance, durability, reliability, stability, safety and operating economy. However, by complying with VDC's recommendations with respect to towing equipment, maximum loads, Vehicle operation and other relevant matters, the adverse effects of towing a caravan, trailer and other similar equipment of suitable size, shape and weight can, to a large extent, be offset.

The actual towing capability and performance of the Vehicle will depend upon a number of factors, including the Vehicle's specifications (including engine capacity, transmission type, axle ratio and tyre type and size, etc.), the condition of the Vehicle, the size, shape and weight of the caravan, trailer or equipment being towed, the total weight of the load (including the Vehicle's load and the load being towed), the conditions and gradient of the roads or other terrain being traversed, and the weather and other prevailing conditions.

If you wish to use your Vehicle for towing you should be careful to ensure that it is properly fitted and equipped for towing with a VDC approved towing pack suitable for the equipment and the load being towed and that the equipment recommended for use with such towing pack is properly fitted and used.

If any Part of the Vehicle is damaged or fails as a result of your not complying with VDC's recommendations in connection with towing any claim with respect to such Part under the VDC Vehicle Warranty will be rejected.

(xii) Are tyres covered by the VDC Vehicle Warranty?

The original tyres fitted to the Vehicle are covered by the VDC Vehicle Warranty. If you replace any original tyre with a tyre which is approved for the Vehicle by VDC during the VDC Vehicle Warranty Period, the replacement tyre will be covered for the remainder of the VDC Vehicle Warranty Period.

The application of the VDC Vehicle Warranty to tyres (as stated above) is in addition to those rights and remedies which are conferred upon you by any Statutory Enactment or by the terms of any express warranty provided by the tyre manufacturer.

(xiii) Are VDC Parts and VDC Accessories covered by express warranties?

A VDC Part or a VDC Accessory purchased from an Authorized VDC Dealer/Repairer will be expressly warranted by VDC under the VDC Parts and Accessories Warranty. The terms of this warranty are described later in this section of your Guide. Please note that tyres are not covered by the terms of the VDC Parts and Accessories Warranty.

(xiv) Are supplier branded accessories covered by the VDC Parts and Accessories Warranty?

All accessories designated by VDC as supplier branded accessories are excluded from the VDC Parts and Accessories Warranty. Such accessories are warranted by the Manufacturer of the accessory and you should consult your Authorized VDC Dealer/Repairer for details of the applicable Manufacturer's warranty.

(xv) Can the VDC Vehicle Warranty be transferred with the Vehicle to subsequent Owners?

Yes. If the Vehicle is sold during the VDC Vehicle Warranty Period the VDC Vehicle Warranty is transferable with the Vehicle and the new Owner will have

the benefit of the VDC Vehicle Warranty during the balance of the VDC Vehicle Warranty Period.

- (xvi) Is the VDC Vehicle Warranty provided with the Vehicle valid in another country?

The VDC Vehicle Warranty is applicable to the Vehicle only if the Vehicle was sold for use and is used in Australia.

- (xvii) What is my responsibility with respect to the Vehicle?

It is your responsibility to maintain, use and operate the Vehicle in a proper manner within VDC's specified capacity and operating limitations and to ensure that during the VDC Vehicle Warranty Period the Vehicle is serviced regularly and promptly in accordance with the instructions and recommendations stipulated for the Vehicle by VDC in this Guide.

In particular, it is your responsibility to arrange for VDC Warranty Service to be carried out as soon as possible after you become aware of the need for such Service and to arrange for the scheduled inspection services and the maintenance servicing of the emission control systems and devices referred to in this Guide to be carried out as near as possible to the specified times, or at the specified or recommended intervals for such services.

- (xviii) What if the Vehicle has been Written Off?

If VDC believes, on reasonable grounds, that a Vehicle has been Written Off, the VDC Vehicle Warranty will cease to apply to that Vehicle. Despite the fact that a Vehicle has been Written Off, the Owner in relation to a part from that vehicle, may have rights under a Statutory Enactment.

3. If you require any further information with respect to the VDC Vehicle Warranty or if you experience difficulties in obtaining VDC Parts, VDC Accessories, VDC Warranty Service or general service please contact the VDC Customer Relationship Centre. The telephone number and address of the VDC Customer Relationship Centre is set out on the Customer Assistance and Service page earlier in this Guide.

4. If a VDC Part or VDC Accessory is fitted by an Authorised VDC Dealer/Repairer to a Vehicle prior to or during the VDC Vehicle Warranty Period that VDC Part or VDC Accessory will be warranted by VDC against defects in factory materials and workmanship during the VDC Vehicle Warranty Period. If that VDC Part or VDC Accessory is found to be defective in factory materials or workmanship and is replaced with another VDC Part or VDC Accessory the VDC Part or VDC Accessory supplied as the replacement will be covered for the Parts and Accessories Warranty Period, or the remainder of the VDC Vehicle Warranty Period, whichever is longer. The express warranties which apply to VDC Parts and VDC Accessories are in addition to other rights and remedies which are conferred upon you by any applicable Statutory Enactment.