THE FORD EXPRESS NEW VEHICLE WARRANTY

THE FORD EXPRESS NEW VEHICLE WARRANTY - WARRANTY STATEMENT¹

Ford warrants to the Owner that it will during the Ford Vehicle Warranty Period, at its option, repair, replace or adjust free of charge at the premises of the Servicing Dealer any Part of the Vehicle (except tyres and tubes)² which it finds to be defective in factory materials or workmanship under normal use and operation within New Zealand 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 *Ford*;
 - (ii) to have the *Vehicle* properly, regularly and punctually serviced in accordance with the instructions and recommendations specified for the *Vehicle* by *Ford*.
- (b) the *Vehicle* is under normal circumstances delivered at the *Owner's* expense³ to the *Servicing Dealer* for the carrying out of the required *Ford Warranty Service* as soon as possible after the need for such service becomes apparent.

Unless Ford expressly agrees, the Ford 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, Ford.

The Ford Vehicle Warranty will cease to apply to any Vehicle which Ford believes, on reasonable grounds, has been Written Off⁴.

Note:

1. The terms of the *Ford Vehicle Warranty* include the questions and answers contained in the Warranty Explanation on the following pages.

- 2. Tyres and tubes are not covered under the *Ford Vehicle Warranty*, but are covered by the express warranties of their respective manufacturers or suppliers. Please refer to Question 12.
- 3. Please refer to Question 4 & Question 6 of the Warranty Explanation on the following pages.
- 4. Please refer to Question 16 of the Warranty Explanation on the following pages.

The Ford Vehicle Warranty is in addition to other rights and remedies conferred upon consumers under the Consumer Guarantees Act 1993, The Fair Trading Act 1986 and any other applicable Statutory Enactment.

The meaning of words printed in italics is set out under the heading "Definitions" later in this section of the guide.

Definitions

In the preceding *Ford Vehicle Warranty* (including the Questions and Answers contained in the Warranty Explanation):

"Authorised Ford Dealer" means a dealer appointed by Ford to sell for and on behalf of Ford new and/or unused vehicles of the kind marketed from time to time by Ford in New Zealand and to perform Ford Warranty Service on such Vehicles.

"Ford" means Ford Motor Company of New Zealand Limited of 86 Highbrook Drive, East Tamaki, Auckland 2013, telephone 0800 FORDNZ (367 369).

"Ford Parts" and "Ford Accessories" shall mean respectively the automotive Parts and the automotive Accessories marketed by Ford under the Ford or 'Motorcraft' trade mark.

"Ford Parts And Accessories Warranty" means the express warranty set out later in this section of the Guide in connection with the sale of Ford Parts and Ford Accessories.

"Ford 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).

"Ford Vehicle Warranty Period" means the Period expiring three years after the Ford Warranty Commencement Date, or when the aggregate distance travelled by the Vehicle reaches 100,000 kilometres whichever occurs first.

"Ford 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 Ford or an Authorised Ford Dealer, or
- In all other cases, the date on which the *Vehicle* is delivered to its original *Owner* by the *Selling Dealer*.

"Ford Warranty Service" means any repair, replacement or adjustment which is to be, or which has been, performed by the Servicing Dealer under the Ford Vehicle Warranty.

"Modification" includes any addition, deletion or alteration made to or from the Vehicle.

"Owner" means the owner of the Vehicle for the time being during the Ford Vehicle Warranty Period.

"Part" means any part, component or assembly of the Vehicle, except for tyres and tubes (refer to note 2 above and question 12 below).

"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 New Zealand Design Rules).

"Selling Dealer" means the Authorised Ford Dealer from whom the Vehicle was first purchased by the original Owner.

"Servicing Dealer" means the Authorised Ford Dealer who has performed, or who has been requested by the Owner to perform, Ford Warranty Service.

"Statutory Enactment" means the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 and any other statutory enactment of the Commonwealth of New Zealand and includes any law, by-law, rule, regulation, or ordinance made pursuant to any such statutory enactment.

"Vehicle" means the vehicle identified at the back of this Guide under the heading "Owner/Vehicle Identification".

"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.

WARRANTY EXPLANATION

The following questions and answers are intended to assist you in understanding the *Ford 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.

1. Who can obtain Ford 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 *Ford Warranty Service* during the *Ford Vehicle Warranty Period*.

2. Where should I go and what should I do to obtain *Ford Warranty Service*?

It is the responsibility of the *Selling Dealer* to provide *Ford Warranty Service* and you should take the *Vehicle* to that Dealer whenever *Ford 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 *Authorised Ford Dealer*.

The "Owner/Vehicle Identification" details recorded in the back of this Guide are required by the Servicing Dealer in connection with the provision of Ford Warranty Service. Accordingly it is important that you present this Guide to the Servicing Dealer whenever you request Ford Warranty Service.

3. What should I do if the *Vehicle* becomes inoperative or unsafe as a result of a defect which is covered by the *Ford Vehicle Warranty*?

If, as a result of a defect which is covered by the *Ford Vehicle Warranty* the *Vehicle* cannot be driven, or cannot be driven safely, you should contact the nearest *Authorised Ford Dealer* as soon as possible and arrange for that Dealer to carry out the required *Ford Warranty Service*.

4. What should I do if in an emergency Ford Warranty Service is required and an Authorised Ford Dealer 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 Ford 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 Authorised Ford Dealer, 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 service or repairer. A claim for the reasonable cost of such service may be made on Ford through the Selling Dealer or the Authorised Ford Dealer who would normally, carry out the Ford Warranty Service.

When such emergency service has been performed by other than the Selling Dealer or an Authorised Ford Dealer you should take the Vehicle to the Selling Dealer or an

Authorised Ford Dealer for inspection of the service and/or the completion of any required Ford Warranty Service as soon as possible.

5. What should I do if I have any difficulties in obtaining Ford Warranty Service?

If you encounter any difficulties in obtaining Ford Warranty Service, you should first discuss your difficulties with the Service Manager or the Dealer Principal, or Owner of the Servicing Dealer. If you cannot resolve your difficulties with the Servicing Dealer you should contact the Ford Customer Relationship Centre. The telephone number and address of the Ford Customer Relationship Centre is set out on the Customer Assistance and Service page earlier in this Guide.

6. Do I have to bear any costs or expenses in connection with the provision of *Ford Warranty Service*?

Except as stated below, *Parts* and labour used and supplied in carrying out *Ford Warranty Service* at the premises of the *Servicing Dealer* are free of charge.

Whenever Ford Warranty Service is to be carried out by the Servicing Dealer it is your responsibility to deliver the Vehicle to the Servicing Dealer's premises and to collect it from those premises when the Ford 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 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's premises.

Whenever Ford Warranty Service is carried out at your request at a location away from the Servicing Dealer's premises, subject as hereinafter provided, and to the specific requirement of any relevant Statutory Enactment, unless you and the Servicing Dealer 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 in carrying out such Ford Warranty Service away from the Servicing Dealer's premises.

If as a result of a defect which is covered by the Ford Vehicle Warranty the Vehicle cannot be driven or cannot be driven safely and you arrange for the **nearest** Authorised Ford Dealer to carry out the required Ford Warranty Service, such reasonable costs and expenses as are incurred in moving the Vehicle to that Authorised Ford Dealer's premises or, if that Dealer so elects, in performing the required Ford Warranty Service at the place where the Vehicle is located (or at some other location), will be covered by the Ford Vehicle Warranty.

7. Are loss of time, inconvenience, commercial or other direct or indirect loss, damage or injury covered by the Ford Vehicle Warranty?

No. The Ford Vehicle Warranty covers only the repair, replacement or adjustment at the Servicing Dealer's premises, of those Parts of the Vehicle which are found

by Ford to be defective in factory materials or workmanship during the Ford 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 Ford 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 Ford Vehicle Warranty.

8. When will the Ford Vehicle Warranty not apply?

The Ford Vehicle Warranty will not apply unless the Part which is alleged to be defective is found by Ford to be defective in factory materials or workmanship under normal and proper use and operation within New Zealand. Accordingly, the Ford 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 Ford; or
- exceeding the operating or capacity limitations specified for the *Vehicle* by *Ford* 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 *Ford Vehicle Warranty*. A claim under the *Ford Vehicle Warranty* will also be rejected if a *Modification* (other than a *Modification* made by, or at the direction of, *Ford*) 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 *Ford* will be regarded as a *Modification* and may lead to the rejection of a claim under the *Ford 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 *Ford Vehicle Warranty*.

9. What other items are not covered by the Ford 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 *Ford 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* 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.

10. Will the Ford Vehicle Warranty be excluded if I have the Vehicle modified and the Modification does not adversely affect any Part of the Vehicle?

No. However, Ford 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 Ford 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, Ford. For example, if the Vehicle has been converted for the use of Liquid Petroleum Gas, Ford 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 Ford 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 Ford Vehicle Warranty will continue to apply with respect to the Vehicle during the Ford Vehicle Warranty Period.

11. Will the Ford 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 *Ford Vehicle Warranty* if:

- the *Vehicle* is properly and regularly serviced and maintained and is adequately and properly equipped for towing with *Ford* 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 *Ford'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 *Ford'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 *Ford* 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 *Ford's* recommendations in connection with towing any claim with respect to such *Part* under the *Ford Vehicle Warranty* will be rejected.

12. Are tyres covered by the Ford Vehicle Warranty?

The tyres and where fitted, tubes fitted to your *Vehicle* are not covered by the *Ford Vehicle Warranty* but by a separate express warranty provided by the tyre manufacturer. This warranty arrangement does not deprive you any of those rights and remedies which are conferred upon you by any applicable *Statutory Enactment*. Either the *Selling Dealer* or the *Servicing Dealer* will advise and assist you in discussing any questions you may have with respect to the tyre or tube manufacturer's express warranty with the tyre or tube manufacturer's representatives.

13. Are Ford Parts and Ford Accessories covered by express warranties?

A Ford Part or a Ford Accessory purchased from an Authorised Ford Dealer will be expressly warranted by Ford under the Ford 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 Ford Parts and Accessories Warranty. Refer to Questions 12 for details of warranty coverage for tyres.

If a Ford Part or Ford Accessory is fitted by an Authorised Ford Dealer to a Vehicle prior to or during the Ford Vehicle Warranty Period that Ford Part or Ford Accessory will be warranted by Ford against defects in factory materials and workmanship during the Ford Vehicle Warranty Period. If that Ford Part or Ford Accessory is found to be defective in factory materials or workmanship and is replaced with another Ford Part or Ford Accessory the Ford Part or Ford Accessory supplied as the replacement will be covered for the Parts and Accessories Warranty Period, or the remainder of the Ford Vehicle Warranty Period, whichever is longer.

The express warranties which apply to Ford Parts and Ford Accessories do not deprive you of any of those rights and remedies which are conferred upon you by any applicable Statutory Enactment.

14. Are supplier branded accessories covered by the Ford Parts and Accessories Warranty?

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

15. Can the Ford Vehicle Warranty be transferred with the Vehicle to subsequent Owners?

Yes. If the Vehicle is sold during the Ford Vehicle Warranty Period the Ford Vehicle Warranty is transferable with the Vehicle and the new Owner will have the benefit of the Ford Vehicle Warranty during the balance of the Ford Vehicle Warranty Period.

16. Is the Ford Vehicle Warranty provided with the Vehicle valid in another country?

The Ford Vehicle Warranty is applicable to the Vehicle only if the Vehicle was sold for use and is used in New Zealand.

17. 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 *Ford's* specified capacity and operating limitations and to ensure that during the *Ford Vehicle Warranty Period* the *Vehicle* is serviced regularly and promptly in accordance with the instructions and recommendations stipulated for the *Vehicle* by *Ford* in this Guide.

In particular, it is your responsibility to arrange for Ford 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.

18. What if the Vehicle has been Written Off?

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

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

THE FORD EXPRESS PARTS AND ACCESSORIES WARRANTY

The Ford Parts and Accessories Warranty is outlined below. This statement is contained in the warranty guide located in the vehicle upon shipment from Ford and applies to Parts and Accessories sold to retail customers by Authorised Ford Dealers. Accordingly, the warranty terms and conditions as set out below should be treated as a guide only, and not as a substitute for the Ford Warranties provided with the specific vehicle.

THE FORD EXPRESS PARTS AND ACCESSORIES WARRANTY - WARRANTY STATEMENT

FORD WARRANTS with respect to each new replacement part/accessory (excluding tyres and parts/accessories designated by Ford as supplier branded accessories) marketed by Ford and purchased by a retail customer from an Authorised Ford Dealer that; Ford WILL, in the case of a new replacement part/accessory sold at retail for use in or in connection with:

* a passenger or commercial vehicle:

for a period of 12 months from the date of the original retail sale of that part/accessory or until that part/accessory has been in use, service or operation in a vehicle for a distance of 20,000 kms (whichever occurs first),

OR

* an automotive engine, for a period of 12 months from the date of original retail sale of that part/accessory or until that part/accessory has been in use, service or operation in an automotive engine for a period of 20,000 kilometres (whichever occurs first),

REPAIR OR REPLACE FREE OF CHARGE, any such replacement part/accessory found to be defective in factory materials or workmanship under normal use and operation, provided that the replacement part/accessory:

- i) was correctly installed in, affixed or attached to the product for which application, the part/accessory was designed and sold at retail;
- ii) has not been altered, modified or repaired outside *Ford's* own factory or a location designated or approved by *Ford*, in a way which adversely affects the performance, durability, stability, reliability, or safety of that replacement part/accessory; and
- iii) has been properly used and operated within the capacity and operating limitations as specified by *Ford* or the manufacturer of the part/accessory;
- iv) has been properly maintained and cared for; and
- v) is returned to an Authorised Ford Dealer, transportation charges prepaid.

The Ford Express Parts and Accessories Warranty is in addition to other rights and remedies conferred on consumers under any applicable *Statutory Enactment*.

Definitions

In the preceding Ford Express Parts and Accessories Warranty:

"Authorised Ford Dealer" means a dealer appointed by Ford to sell for and on behalf of Ford new and/or unused vehicles and new replacement parts/accessories of the kind marketed from time to time by Ford in New Zealand.

"Ford" means Ford Motor Company of New Zealand Limited of 86 Highbrook Drive, East Tamaki, Auckland 2013, telephone 0800 FORDNZ (367 369).

"Statutory Enactment" means the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 and any other statutory enactment of the Commonwealth of New Zealand and includes any law, by-law, rule, regulation, or ordinance made pursuant to any such statutory enactment.

FIVE YEAR PERFORATION CORROSION WARRANTY

The Five Year Perforation Corrosion Warranty is an extension of the existing Express Ford Vehicle Warranty, in that it will, subject to the vehicle being reasonably maintained and cared for in accordance with this Guide and the Owner Guide supplied with the vehicle; cover the original body of the vehicle against perforation corrosion for 5 years (60 months), from the commencement date of the Ford Express New Vehicle Warranty.

Repair of corrosion without perforation, due to a defect in factory materials or workmanship, will continue to be covered during the term of the Ford Express New Vehicle Warranty.

It is your responsibility to bring to the attention of an Authorised Ford Dealer any corrosion identified on your vehicle at the earliest possible date. Failure to do so may lead to subsequent claim being denied under the Perforation Corrosion Warranty or the Ford Express New Vehicle Warranty.

Panel damage

Body sheet metal panels that have been damaged (e.g. by accident, poor repair procedures, sand, salt, stones, hail, chemicals or industrial fallout) or replaced will not be covered by the Perforation Corrosion Warranty.

Reasonable maintenance and care for the purposes of the Perforation Corrosion Warranty include the following:

Washing your vehicle

Wash the vehicle often, particularly in coastal areas or where salt or chemicals are in the air or used on the roads. Use warm or cold water. As time goes on, tree sap, insects and road grime or tar may be difficult to remove with water alone. Use a mild soap solution or suitable mild detergent for washing, then rinse with clear water immediately.

Touching up paintwork

After washing, paintwork should be inspected for chips. Touch up affected areas immediately with automotive matching paint.

Underbody cleaning

Regular hosing of the underbody will assist in preventing corrosion. In areas of heavy concentrations of corrosive materials the entire underbody should be thoroughly washed and inspected frequently, particularly in wet seasons. Remove any accumulated mud, salt, sand and debris from the engine undershield and other affected components.

Polishing

The vehicle should be washed and dried before being polished. Use only recognized quality waxes and polishes. In areas of industrial fall-out, dust, heavy rain, salt-air, frequent parking under trees, the additional protection of a suitable polish or wax is advised.

Bright metal parts

Do not clean bright metal parts with steel wool or harsh abrasive materials.