

Ford Warranties

THE FORD EXPRESS NEW VEHICLE WARRANTY

THE FORD EXPRESS NEW VEHICLE WARRANTY WARRANTY STATEMENT'

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 Off*⁴.

Note:

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

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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 19 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" below.

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*.

"Eligible Vehicle" means:

- A vehicle (excluding Ranger and Transit models) delivered to its original owner by the selling *Ford Authorised Dealer* from 1 July 2018.
- A company, dealership, demonstration or service loaner vehicle (excluding Ranger and Transit models) first registered by a *Ford Authorised Dealer* from 1 July 2018.
- An Endura vehicle delivered to its original owner by the selling *Ford Authorised Dealer*.
- A company, dealership, demonstration or service loaner Endura vehicle registered by a *Ford Authorised Dealer*.

"EV Batteries" means a high voltage lithium-ion battery.

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

"Ford Licensed Accessories" means the automotive accessories designated by *Ford* as *Ford Licensed Accessories* and marketed by *Ford* under the *Ford* or supplier trade mark.

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"*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 and do not include tyres and tubes or *Ford Licensed Accessories*.

"*Ford Parts And Accessories Warranty*" means the express warranty set out under the heading "THE FORD EXPRESS PARTS AND ACCESSORIES WARRANTY" in connection with the sale of *Ford Parts*, *Ford Accessories* and *Ford Licensed Accessories*.

"*Ford Vehicle Warranty*" means the express vehicle warranty set out above, (including the questions and answers contained in the Warranty Explanation below).

"*Ford Vehicle Warranty Period*" means:

- For claims in respect of batteries (excluding *EV Batteries*) and shock absorbers, the period expiring three years after the *Ford Warranty Commencement Date*, or when the total distance travelled by the *Vehicle* reaches 100,000 kilometres whichever occurs first;
- For claims in respect of *EV Batteries*, the period expiring eight years after the *Ford Warranty Commencement Date*, or when the total distance travelled by the *Vehicle* reaches 160,000 kilometres whichever occurs first;
- In all other cases, the period expiring five years after the *Ford Warranty Commencement Date*.

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"*Ford Warranty Commencement Date*" means:

- In the case of a *Vehicle* which is a company, dealership or demonstration *Vehicle* or service loaners, 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*.

"*Owner's Literature*" means the Owner Manual and/or the Customer Assistance, Warranty and Service Guide and any inserts to those documents that are applicable to your *Vehicle*.

"*Part*" means any part, component or assembly of the *Vehicle*, except for tyres and tubes (refer to note 2 above and question 12 below). For the avoidance of doubt, this includes a *Ford Part*, *Ford Accessory* or *Ford Licensed Accessory*, but excluding a part of the vehicle which is designated by Ford as a supplier branded accessory.

"*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 the *Owner's Literature* that you received with your vehicle under the heading "Owner/Vehicle Identification" provided it is an *Eligible Vehicle*.

"*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.

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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" above.

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 *Owner Literature* are required by the *Servicing Dealer* in connection with the provision of *Ford Warranty Service*. Accordingly it is important that you present this *Owner Literature* 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*.

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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 in the *Owner's Literature* and on the *Ford* website.

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 *Authorised Ford 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*.

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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*.

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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 the *Owner's Literature*, 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 the *Owner's Literature*. 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.

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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?

Where the *Vehicle* is approved for towing (refer to your *Owner's Literature* for guidance) it may be used for the purpose of towing without limiting your rights under the *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.

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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 you 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 under the heading "THE FORD EXPRESS PARTS AND ACCESSORIES WARRANTY". Please note that tyres are not covered by the terms of the *Ford Parts and Accessories Warranty*. Refer to Question 12 for details of warranty coverage for tyres.

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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* are in addition to other rights and remedies which are conferred upon you by any applicable *Statutory Enactment*.

14. Are Ford Licensed Accessories covered by express warranties?

A *Ford Licensed 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 under the heading "THE FORD EXPRESS PARTS AND ACCESSORIES WARRANTY".

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

The express warranties which apply to *Ford Licensed Accessories* are in addition to other rights and remedies which are conferred upon you by any applicable *Statutory Enactment*.

15. 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.

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16. 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*.

17. 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.

18. 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 your *Vehicle* by *Ford* in the *Owner's Literature*.

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 the *Owner's Literature* to be carried out as near as possible to the specified times, or at the specified or recommended intervals for such services.

19. 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*. Despite the fact that a *Vehicle* has been *Written Off*, the *Owner* may have rights under a *Statutory Enactment* in relation to parts fitted to 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 Licensed 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 in the *Owner's Literature* and on the *Ford* website.

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20. If I have my vehicle serviced by someone other than an *Authorised Ford Dealer* will this void the *Ford Vehicle Warranty*?

For your peace of mind, *Ford* recommends that you service your *Vehicle* at an *Authorised Ford Dealer* using *Ford Parts*. Only *Authorised Ford Dealers* can service your *Vehicle* using specialised *Ford* diagnostic equipment and tools operated by *Ford* factory-trained technicians who will ensure that your *Vehicle* is operating to manufacturer's specifications. If you have a licensed and qualified independent vehicle repairer servicing your *Vehicle*, and they service the *Vehicle* in accordance with the instructions and recommendations specified for the *Vehicle* by *Ford*, then your coverage under the *Ford Vehicle Warranty* will not be affected. However, if a failure relating to the operation of the *Vehicle* is attributable to a failure by an independent service outlet to carry out the service with reasonable skill and care, or a failure by the independent service outlet to service the *Vehicle* in accordance with the instructions and recommendations specified for the *Vehicle* by *Ford* (including a failure to follow our recommendation to use *Ford Parts*), the *Ford Vehicle Warranty* will not apply to such a failure.

21. Is corrosion covered by the *Ford Vehicle Warranty*?

Yes, the *Ford Vehicle Warranty* covers the original body of the *Vehicle* against corrosion except where the body sheet metal panels have been damaged (for example, by accident, poor repair procedures, sand, salt, stones, hail, chemicals or industrial fallout). Body sheet metal panels that have been replaced will not be covered by the *Ford Vehicle Warranty*.

It is your responsibility to properly maintain your *Vehicle* and 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 a claim being denied under the *Ford Vehicle Warranty*.

Proper maintenance for the purposes of the *Ford Vehicle Warranty* includes the following:

a) 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.

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

c) 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.

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d) 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.

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

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THE FORD EXPRESS PARTS AND ACCESSORIES WARRANTY

The *Ford Parts and Accessories Warranty* is outlined below and applies to *Ford Parts* and *Ford Accessories* sold to retail customers by *Authorised Ford Dealers*.

THE FORD EXPRESS PARTS AND ACCESSORIES WARRANTY - WARRANTY STATEMENT

FORD WARRANTIES with respect to each new replacement part/accessory (excluding tyres, tubes 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 SUV 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 distance 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.

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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.