



TERMS AND CONDITIONS

1. Limitation of Liability

Subject to clause 2, Pfitzner Performance Gearbox shall have no liability (including liability in negligence) to any person for any loss or damage, special, consequential or otherwise, howsoever suffered or incurred, by any such person in relation to the Goods, and without limiting the generality thereof, in particular shall have no liability for any loss or damage, consequential or otherwise, howsoever suffered or incurred by any such person, caused by or resulting directly or indirectly from any failure, defect or deficiency of whatsoever or kind in the Goods.

2. Exclusion of Implied Conditions and Warranties

The only statements, representations, warranties, conditions, promises, undertakings, covenants and other provisions, express or implied, which are binding on Pfitzner Performance Gearbox in respect of quality, fitness for purpose, correspondence with any description or sample or otherwise of the Goods supplied by Pfitzner Performance Gearbox are those imposed and required to be binding by statute.

3. Extent of Liability

3.1 The liability of Pfitzner Performance Gearbox arising from any breach of any condition or warranty imposed by statute shall, to the extent permitted by statute, be limited to and completely discharged by Pfitzner Performance Gearbox, in Pfitzner Performance Gearbox's absolute discretion, if Pfitzner Performance Gearbox:

- a) repairs the Goods;
- b) replaces the Goods;
- c) supplies equivalent Goods;
- d) pays the cost of having the Goods repaired;
- e) pays the cost of replacing the Goods or of acquiring equivalent goods,

provided that Pfitzner Performance Gearbox is not liable to pay any costs associated with the removal of the Goods or the installation of repaired, replacement or equivalent of Goods, including transportation costs.

3.2 Pfitzner Performance Gearbox is not liable to do any 3.1 a) to e) in the event of any condition or warranty imposed by statute by Pfitzner Performance Gearbox has resulted from any of the following:

- a) a accident;
- b) the misuse or abuse of the Goods;
- c) the lack of proper maintenance of the Goods;
- d) the normal wear and tear of the Goods;
- e) the incomplete or improper installation of the Goods;
- f) the installation of the Goods in a vehicle for which the Goods are not designed;
- g) the incorrect, improper or inappropriate operation of the Goods;
- h) modification of the Goods which was not authorized by Pfitzner Performance Gearbox;
- i) the deterioration of the Goods due to use and exposure; or
- j) the damage and corrosion of the Goods from environmental conditions including acts of God.

4. Definitions

"Goods" means any or all of the products manufactured by Pfitzner Performance Gearbox; and
"Pfitzner Performance Gearbox " means Pfitzner Performance Gearbox Pty Ltd ACN 095 283 686.