

NOMADIC OFF-ROAD CAMPERS PTY LTD WARRANTY TERMS & CONDITIONS

1. Australian Consumer Law

1.1. Nomadic Off-road Campers PTY LTD caravans and parts are covered by the guarantees which cannot be excluded under Australian Consumer Law. Owners are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage if the goods fail to be of acceptable quality, and the failure does not amount to a major failure.

To understand your rights or for free and confidential assistance please visit <https://consumer.gov.au/>

2. Nomadic Off-road Campers PTY LTD Warranty

2.1. Nomadic Off-road Campers PTY LTD warrants to the Original Owner that it will during the 'Warranty Period', at its option, repair, replace or adjust free of charge at the premises of Nomadic Off-road Campers Sunshine Coast or a Nomadic Off-road Campers PTY LTD Approved Service Repairer, the Van or Part which it finds to be defective in factory materials or workmanship under 'Normal Use and Condition' within Australia provided that an Exception does not apply.

2.2. No individual (including any agent, employee, or representative of Nomadic Off-road Campers PTY LTD) is authorised to make any representation or warranty concerning the Nomadic Off-road Campers PTY LTD Warranty except to refer to this document.

2.3. Any warranty or representation other than what is set out in this document, whether written or verbal, is hereby expressly excluded and negated.

2.4. The Nomadic Off-road Campers PTY LTD Warranty is a contract entered into between Nomadic Off-road Campers PTY LTD and the **Original Caravan/Vehicle Owner**. The rights and title to or benefits under the Nomadic Off-road Campers PTY LTD Warranty are not capable of assignment to any subsequent owner of the Van or Part or any other person. To the maximum extent permissible by law, the Nomadic Off-road Campers PTY LTD Warranty extinguishes on the sale, transfer or disposal of the original owner's right, title and interest in the Van or Part.

2.5. The original Owner is the person or entity who make the first purchase of the caravan/product and/or register it for the first time from Nomadic Off-road Campers PTY LTD.

3. Exceptions to the Warranty

3.1. Each of the following will constitute an Exception in which case the Nomadic Off-road Campers PTY LTD Warranty will cease to apply:

3.1.1. tears, punctures, shrinkage, softening or fading of fabric items such as canvas, canopies, cushions, mattresses, and upholstery.

3.1.2. any defect that is attributable, whether wholly or partly, to any Modification made to the Van, or use of a Part that is subject to a Modification, unless such a Modification has been made by or with the prior express, written consent and direction of Nomadic Off-road Campers PTY LTD;

3.1.3. Nomadic Off-road Campers PTY LTD believes on reasonable grounds the Van has been:

(1) Written Off;

(2) used for full time or permanent residential purposes which has accelerated fair wear and tear; or

(3) used for any purpose other than recreational personal use including commercial or hire purposes,

(4) the Van or a Part has become defective because of:

(a) fair wear and tear.

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- (b) the Owner's failure to properly maintain or use the Van in accordance with the recommendations and instructions specified by Nomadic Off-road Campers PTY LTD in the Nomadic Off-road Campers PTY LTD Owner's Manual or in other communication by Nomadic Off-road Campers PTY LTD to the Owner;
 - (c) the Owner's failure to have the Van properly, regularly, and punctually serviced in accordance with the recommendations specified for the Van by Nomadic Off-road Campers PTY LTD;
 - (d) misuse or neglect of the Van or a Part;
 - (e) normal deterioration or reduction in aesthetic or physical appearance caused by UV exposure;
 - (f) the Van, or the motor vehicle towing the Van, being involved in a motor vehicle crash;
 - (g) accident, theft, or fire;
 - (h) water ingress from submersion or water crossing;
 - (i) the Van being used at excessive speeds; or
 - (j) stone or rock strike, hail, windstorm, lightning, or other weather event.
- (5) the Owner has not complied with all, or has done anything contrary to or in breach of any, recommendations and requirements contained in the Nomadic Off-road Campers PTY LTD Owner's Manual;
- (6) the Van is towed by a motor vehicle that:
- (a) is not suitable for the size and weight of the Van when fully loaded;
 - (b) is unsuitable in any other material respect;
 - (c) or has not been fitted with appropriate towing equipment,

3.2 Where a defect is exacerbated, or the cost of repairing such a defect is increased, by a failure of the Owner to deliver the Van to the premises of Nomadic Off-road Campers PTY LTD or a Nomadic Off-road Campers PTY LTD Approved Service Repairer for the carrying out of the required repair of a defect as soon as possible after the Owner became aware, or ought to have become aware, of the defect, the Nomadic Off-road Campers PTY LTD Warranty shall only cover the part of the defect that arose to the time the Owner knew, or ought to have known, of the defect.

4. Supplied Parts

- 4.1.** Any Parts which are not manufactured or imported by Nomadic Off-road Campers PTY LTD ("Supplied Parts") are not covered by the Nomadic Off-road Campers PTY LTD Warranty to the maximum extent permitted by law in the following respects, which cases Supplied Parts are separately warranted by the manufacturer or importer:
- 4.1.1.** that the Supplied Parts are of acceptable quality;
 - 4.1.2.** that the Supplied Parts are reasonably fit for the purpose for which they are represented to be fit or for which the Owner makes known they are being acquired;
 - 4.1.3.** that the Supplied Parts correspond with any description of them;
 - 4.1.4.** that spare parts and facilities for the repair of any Supplied Parts will be reasonably available; and
 - 4.1.5.** that the manufacturer or importer of Supplied Parts will comply with any express warranty given by that party.
- 4.2.** Where they are available and supplied to Nomadic Off-road Campers PTY LTD by the manufacturer or importer of Supplied Parts, Nomadic Off-road Campers PTY LTD will make available copies of any warranty documents or manuals to the Owner.

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- 4.3.** Subject to any statutory rights the Owner may have which cannot be excluded, Nomadic Off-road Campers PTY LTD assumes no responsibility or liability for defects in workmanship or operation of Supplied Parts. Nomadic Off-road Campers PTY LTD will make reasonable assistance to the Owner in contacting the manufacturer or importer of Supplied Parts to make a warranty claim.
- 4.4.** Notwithstanding clauses 4.1, 4.2 and 4.3, the Nomadic Off-road Campers PTY LTD Warranty will cover defects in workmanship of Nomadic Off-road Campers PTY LTD only in respect of the installation of any Supplied Parts.

5. Nomadic Off-road Campers PTY LTD Warranty Period

- 5.1.** The Nomadic Off-road Campers PTY LTD Warranty Period extending to the installation of Supplied Parts will differ for each Supplied Part and from the separate warranty from the manufacturer or importer of the Supplied Part.
- 5.2.** Table 2 sets out the Nomadic Off-road Campers PTY LTD Warranty Period from Practical Completion and reference to Supplied Part which carries warranty period specified by the supplier of that part.
- 5.3.** These lengths of time may change from time to time and are outside of the control of Nomadic Off-Road Campers PTY LTD. Nomadic Off-road Campers PTY LTD provides no warranty or representation that the periods of time of Supplied Parts won't change.

Supplied Part	Warranty
Cabinetry handles, catches and struts	Nomadic – 12 Months
Ensuite locks, catches and accessories	Nomadic – 12 Months
Hatches and skylights	O.E.M. – 12 Months
LED lights internal and external	Nomadic – 2 years workmanship
12v & 240v System	Nomadic – 2 years workmanship
Hatches – seals, locks, decals, hinges	Nomadic – 2 years workmanship
Awning and door	Nomadic – 2 years workmanship
Antenna/satellite dish	OEM Supplied Part – Refer to Owner's Manual
Toolbox and jerry can holders	Nomadic – 2 years workmanship
Reflectors, Driving Lights, and indicators	O.E.M – 12 Months
Cabinetry – Internal structural	Nomadic – 2 years workmanship
Solar Panels	OEM Supplied Part – Up to 24 Months
Stabilising legs	OEM Supplied Part – 12 Months
All appliances (fridge, air conditioning unit etc)	OEM Supplied Part – Refer to Owner's Manual
Workmanship	Nomadic – 2 years workmanship
Chassis/Drawbar/Caravan Body Panels	Lifetime Warranty as per Warranty Terms. Body Panels is structural integrity only and does not include paint, stone chips, silicone seals, raptor coating, fading, wear & tear, dents or damage.
Suspension:	Swing Arms: 3 Years Monroe Shock absorbers: OEM 3 years Springs: 3 Years Suspension Bushes & bolts: 12 Months

Please Note: Workmanship does not include a faulty part or part thereof. Workmanship is a guarantee of the work being performed.

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6. How to Claim Warranty

6.1 The Owner must notify Nomadic Off-road Campers PTY LTD in writing via the website link below detailing any defects for which a claim under the Nomadic Off-road Campers PTY LTD Warranty is being made. [HERE](#)

6.2 The Customer must:

6.2.A submit a detailed claim which includes:

6.2.B proof of ownership of the Van (by either proof of purchase directly from Nomadic Off-road Campers PTY LTD or vehicle registration papers from the relevant government department);

6.2.C service and maintenance records of the Van;

6.2.D a detailed description of the alleged defect;

6.2.E the cause of the alleged defect;

6.2.F good quality detailed photographs of the defect,

6.2.G delivery the Van, or affected Part if it can be safely removed from the Van to Nomadic Off-road Campers PTY LTD or a Nomadic Off-road Campers PTY LTD Approved Service Repairer;

6.2.H allow Nomadic Off-road Campers PTY LTD to remove any damaged or defective Part to allow for further investigation and testing; and

6.2.I cooperate with all reasonable requests of Nomadic Off-road Campers PTY LTD.

6.3 The cost of delivery and collection of the Van to and from Nomadic Off-road Campers PTY LTD or a Nomadic Off-road Campers PTY LTD Approved Service Repairer are an Owner's responsibility, unless the defect covered by the Nomadic Off-road Campers PTY LTD Warranty prevents the Van being safely delivered by the Owner.

6.4 In the event the Van becomes inoperative or unsafe because of a defect which is covered by the Nomadic Off-road Campers PTY LTD Warranty, the Owner must:

6.4.A immediately cease use of the Van; and

6.4.B contact Nomadic Off-road Campers PTY LTD as soon as reasonably practicable possible to arrange for the Van to be inspected and carry out the required service or repair.

6.5 If requested by the Owner, Nomadic Off-road Campers PTY LTD may carry out repairs or services for a defect covered by the Nomadic Off-road Campers PTY LTD Warranty on-site at the location of the Van on payment by the Owner of a call out fee determined by Nomadic Off-road Campers PTY LTD.

6.6 Nomadic Off-road Campers PTY LTD will not reimburse any repair work carried out by a person other than a Nomadic Off-road Campers PTY LTD Approved Service Repairer and/or without prior express, written consent of Nomadic Off-road Campers PTY LTD.

7. General

7.1 The repair or replacement of the Van or Part is the absolute limit of Nomadic Off-road Campers PTY LTD's liability under this document. Parts and labour used and supplied to rectify a defect covered by the Nomadic Off-road Campers PTY LTD Warranty are free of charge.

7.2 Nomadic Off-road Campers PTY LTD will repair defects covered by the Nomadic Off-road Campers PTY LTD Warranty using Parts of a similar quality and may replace any Parts or repair a defect with refurbished goods of the same type and quality.

7.3 Nomadic Off-road Campers PTY LTD is not responsible for loss of time, inconvenience or other loss resulting from a defect. The Nomadic Off-road Campers PTY LTD Warranty covers only the repair, replacement or adjustment of the Van found by Nomadic Off-road Campers PTY LTD to be defective and covered by the Nomadic Off-road Campers PTY LTD Warranty.

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- 7.4** After delivery of a Van or Part subject of a claim under a Nomadic Off-road Campers PTY LTD Warranty to Nomadic Off-road Campers PTY LTD or a Nomadic Off-road Campers PTY LTD Approved Service Repairer, if Nomadic Off-road Campers PTY LTD determines the Van or Part is free from a defect covered by the Nomadic Off-road Campers PTY LTD Warranty then Nomadic Off-road Campers PTY LTD may recover the cost and expense of inspecting, investigating and testing the defect from the Owner.
- 7.5** The Nomadic Off-road Campers PTY LTD Warranty does not cover regular service costs, maintenance costs and wear and tear items since they do not arise from defects in factory materials or workmanship.
- 7.6** If the Van is used in harsh conditions (such as beach and off-road environments or in extreme climatic areas), or with careless and reckless driving habits then additional or more frequent maintenance services may be required. Costs, maintenance items and other wear and tear items not covered by the Nomadic Off-road Campers PTY LTD Warranty include:
- 7.6.A** regular service costs;
 - 7.6.B** repair or replacement of tyres;
 - 7.6.C** repair or rectification of paint damage, dents, scratches chips, discolouration, and marks to any surface of the Van including, in particular, bench tops;
 - 7.6.D** lubricants, washers, and other like consumables used in services;
 - 7.6.E** body rattles and squeaks and the general tightening of Parts;
 - 7.6.F** adjustment of brakes;
 - 7.6.G** wheel balance and alignment;
 - 7.6.H** normal expansion and contraction gaps and wear of floor, wall, and ceiling surfaces; or
 - 7.6.I** superficial cracking, delaminating, and crazing of the exterior fibreglass skin and exterior surfaces of the Van associated with normal wear and tear.

8. Definitions

- 8.1** In this document, the below words have their corresponding meaning.
- 8.1.A** Modification means any addition, deletion or alteration made to or from the Van or any Part.
 - 8.1.B** Normal Use and Condition means using the Van in a manner and in conditions that a reasonable person would consider appropriate and does not include:
 - 8.1.B.1** misuse of the Van or use of the Van in a manner contrary to the Nomadic Off-road Campers PTY LTD Owner's Manual;
 - 8.1.B.2** failing to properly maintain and care for the Van;
 - 8.1.B.3** failing to properly and regularly have the Van serviced in accordance with the Servicing Requirements;
 - 8.1.B.4** commercial use of the Van (such as hiring the Van or use of the Van in the course of a business operated by the Owner); and
 - 8.1.B.5** exceeding the operating or capacity limitations specified for the Van by Nomadic Off-road Campers PTY LTD in the use and operation of the Van, including for example use of the Van in obviously unsuitable terrain and conditions.
- 8.2** Owner means the owner of the Van for the time being during the Warranty Period.
- 8.3** Part means any part, component or assembly of the Van installed, supplied, or fitted by Nomadic Off-road Campers PTY LTD but excludes any part of the Van designated by Nomadic Off-road Campers PTY LTD as an unapproved accessory or Modification.
- 8.4** Servicing Requirements means:
- 8.4.A** inspection of the Van by Nomadic Off-road Campers PTY LTD within 7 days of the Warranty Commencement Date or 1000 km travelled whichever occurs first, at no cost to the Owner; and

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8.4.A.1 general service of the Van by Nomadic Off-road Campers PTY LTD or a Nomadic Off-road Campers PTY LTD Approved Service Repairer every 12 months after the Warranty Commencement Date, or every 10,000 km, whichever occurs first.

- 8.5** Van means the van described and identified in the service record booklet in which this Nomadic Off-road Campers PTY LTD Warranty is set out and includes any Part of the Van.
- 8.6** Warranty Commencement Date means the date that the Van was delivered to the first Owner by Nomadic Off-road Campers PTY LTD.
- 8.7** Written Off means that the Van has been so severely damaged that in the reasonable opinion of the Owner, or an insurer or a financier of the Van or Nomadic Off-road Campers PTY LTD have determined, acting reasonably, that it is not economical to repair the Van.
- 8.8** Nomadic Off-road Campers PTY LTD Approved Service Repairer means a van repairer or service provider approved and appointed by Nomadic Off-road Campers PTY LTD to conduct repairs or servicing to the Van.
- 8.9** Nomadic Off-road Campers PTY LTD means Nomadic Off-road Campers PTY LTD Pty Ltd ACN 667 411 752.
- 8.10** Nomadic Off-road Campers PTY LTD Owner's Manual means the manual provided by Nomadic Off-road Campers PTY LTD to the first owner of the Van.
- 8.11** Nomadic Off-road Campers PTY LTD Warranty means the Nomadic Off-road Campers PTY LTD Warranty Statement set out at the commencement of this warranty document.
- 8.12** Nomadic Off-road Campers PTY LTD Warranty Period means the period set out in clause 5 for the Part.

9. Refund Policy

9.1 REFUNDS OF DEPOSITS: All customers transaction are governed by Australian Consumer Law. When a deposit is paid it subject to a 7-day cooling off period. After 7 days the agreement is binding. Due to construction costs, deposits are **NOT** refundable when your camper has been ordered from our overseas factory and the allocated stock/unit is set for delivery into Australia within 6 months of you notifying us of the cancellation. Please note, the deposits we pay to our production partners overseas are non-refundable.

We will always strive to meet timeframes however given the complexity of importing goods into the country, we **WILL NOT** refund deposits because of:

- Issues or problems that are out of our control.
- Delayed shipping or international shipping faults.
- Port congestion.
- Supply issues due to international shipping.
- Delays because of strikes or government control measures.
- A customer Changing their mind or cancellation due to a change in circumstance.

9.2 SUPPLY CHAIN ISSUES: Due to a massive surge in product demand and the COVID 19 industry boom, we may not be able to supply items that are coming from 3rd party suppliers such as fridges etc. on the day of handover. We will contact you ahead of time if these parts are not available and either arrange alternate shipping, a refund of the product or an alternative option.

9.3 DELIVERY DATES: The delivery date is an estimated time frame and may vary depending on production. This could be earlier or later than the actual date listed. Customers should note that delivery can be brought forward or pushed back by as much as 90 days. If the shipping is delayed by more than 90

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days and the reason for the delay is not outside of our control, then we will discuss alternative options with the customer and/or a cancellation of the order and/or a full refund of the deposit.

9.4 TOW AWAY RULES: It is against the law to release a camper trailer to a customer if they do not have a vehicle suited to towing the selected camper. We are also unable to release a camper if the customer does not have electronic brakes fitted correctly to their vehicle.

9.5 RESTOCKING: Should a customer change their mind and/or cancel their order outside of the estimated 6 month delivery time-frame, we may charge a cancellation fee of up to \$4,000.00 to cover deposits paid to our factory as well as any administration & operational costs incurred.