

Warranty Terms and Conditions

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure. 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.

The benefits of this Warranty are in addition to other rights and remedies available at law in respect of the Products and shall not derogate from any applicable mandatory statutory provisions or rights under the Australian Consumer Law.

AutoBIVOUAC Pty Ltd, representing James Baroud in Australia offer:

5 year guarantee on all their hard shell roof top tents and covers hull, fabric and mechanisms. The guarantee is 2 years for Gelcoat, ventilation system (Excepted batteries).

N.B. Customer dealer/reseller or dealer/reseller referred to herein are James Baroud Official Dealers designated by AutoBivouac. All purchases or claims outside the designated dealership void the warranty.

Exclusions and limitations:

1. This Warranty will not apply to, or include any defect, damage, fault, failure or malfunction of a Product, which AutoBIVOUAC determines, in exercise of its sole discretion, to be due to:

- 1.1 normal wear and tear or exposure to weather conditions over time;
- 1.2 accident, misuse, abuse, negligence, vandalism, alteration or modification;
- 1.3 non-observance of any of the instructions supplied by James Baroud/AutoBivouac
- 1.4 failure to ensure proper maintenance of the Product in accordance with instructions or failure to ensure proper maintenance
- 1.5 repairs to the Product that are not strictly in accordance with James Baroud's instructions;
- 1.6 installation, repairs or maintenance of the Product by, or under the supervision of, a person who is not qualified, or if nongenuine or non-approved parts have been fitted;
- 1.7 use other than for any reasonable purpose for which the Product was manufactured;
- 1.9 Any indirect or incidental damage of whatever nature outside the control of James Baroud

2. Warranty claims in respect of a Product must be made in writing to James Baroud dealers/resellers (the initial place of purchase of the customer) at the postal address or email address of the dealer/reseller of the customer within the Warranty Period.

Such claims must include the following:

- 2.1 details of the alleged defect or fault and the circumstances surrounding the defect or fault;
- 2.2 evidence of the claim, including photographs of the Product (where the subject of the claim is capable of being photographed);
- 2.3 The serial number of the Product, specified on the label affixed to the Product; and
- 2.4 proof of purchase documentation for the Product from an authorised distributor or reseller of James Baroud, which clearly shows the date and place of purchase.

The return of any Products without the prior written instructions of AutoBivouac (not reseller/dealer) will not be accepted by AutoBivouac.

3. Without limiting any other clause in this Warranty, AutoBivouac has the right to reject any Warranty claim made by a Purchaser pursuant to this Warranty where:

- 3.1 The Purchaser does not notify James Baroud dealers/resellers in writing of a Warranty claim within the Warranty Period;
 - 3.2 The Purchaser does not notify James Baroud dealers/resellers in writing of a Warranty claim within 10 days of becoming aware of the relevant circumstances giving rise to the claim, so that any further problems with the Product are minimised;
 - 3.3 The serial number of the Product has been altered, removed or made illegible
 - 3.4 The Purchaser is unable to provide proof of purchase documentation in accordance with clause 2.4 or evidence that the Product was properly installed and removed (if relevant)
4. If the Product is found to be working satisfactorily on return, via the customer's dealer/reseller (original place of purchase), to AutoBivouac or upon investigation by AutoBivouac, the Purchaser must pay AutoBivouac's reasonable costs of testing and investigating the Product in addition to shipping and transportation charges. Where AutoBivouac is in possession of the Product, the Product will be returned to the Purchaser on receipt of the amount charged.
5. Any replaced Products or components of Products shall become the property of AutoBivouac.
6. AutoBivouac may, in exercise of its sole discretion, deliver another type of Product or component of a Product (different in size, colour, shape, and/or other specifications) in fulfilling its obligations under this Warranty, in the event that James Baroud has discontinued manufacturing or supplying the relevant Product or component at the time of the Warranty claim, or where such Product or component is superior to that originally purchased by the Purchaser.

Other conditions of Warranty

7. If the Purchaser acquired a Product for the purpose of resupply, then this Warranty shall not apply to that Product.
8. In particular, the sale of a Product via an online auction, online store or other internet website by a party that is not an authorised distributor or reseller of the Product will be deemed to be a resupply within the meaning of the Australian Consumer Law and will render this Warranty void, as AutoBivouac has no control over the storage, handling, quality or safety of Products sold by such persons.
9. A Purchaser shall only be entitled to the benefit of this Warranty after all amounts owing in respect of the Product have been paid.
10. While AutoBivouac warrants that the Products will be free from defects in materials and workmanship in the circumstances set out in this Warranty, to the maximum extent permitted by law AutoBivouac does not warrant that the operation of the Products will be uninterrupted.
11. To the maximum extent permitted by law, James Baroud's determination of the existence of any defect and the cause of any defect will be conclusive.
12. Spare parts or materials for the Products are guaranteed to be available for a period of at least 5 years after purchase of the Products.
13. AutoBivouac shall not be responsible or liable to the Customer or any third party in connection with any non-performance or delay in performance of any terms and conditions of this Warranty, due to acts of God, war, riots, strikes, warlike conditions, plague or other epidemic, fire, flood, blizzard, hurricane, changes of public policies, terrorism and other events which are beyond the control of AutoBivouac. In such circumstances, AutoBivouac may suspend performance of this Warranty without liability for the period of the delay reasonably attributable to such causes.
14. If a clause or part of a clause in this Warranty can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause in this Warranty is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Warranty, but the rest of this Warranty is not affected.