



GTB
PERFORMANCE

WARRANTY
PROTECTION
PLAN

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Congratulations on Purchasing Your Performance Upgrade

It is reassuring to know that you have this mechanical parts & labour warranty. You will find the explanations of the warranty in detail within this booklet.

Your Warranty is set out in the terms set out within and the completed Customer Contract & Declaration.

You are required to sign the Customer Contract & Declaration to acknowledge that you agree and fully understand the terms and conditions of this Warranty Document.

A. General Terms and Conditions

1. Definitions

In this Warranty Document, unless the context requires otherwise, the following terms shall have the meanings set out opposite them:

“Warranty” means the warranty provided by the Installer/Motor Dealer on the terms set out in this Warranty Document.

“Covered Component” means those components and parts listed in clause 7.

“Mechanical Failure” means the total failure of a Covered Component to perform the function for which it was designed.

“Installer/Motor Dealer” means the licensed Installer/Motor Dealer named in the Customer Contract & Declaration.

“Normal Wear and Tear” means the reduction or deterioration in a Covered Component’s ability to perform the functions for which it was designed commensurate with the Vehicle’s age and kilometres travelled.

“CTB” means CTB Performance and Accessories Limited (Company No. 3635811)

“Vehicle” means the Vehicle described in the Customer Contract & Declaration.

“Consequential Loss” any consequential loss or damage that is not directly related to the mechanical failure.

“You/your” means the person named as the customer in the Customer Contract & Declaration.

“Warranty Plan” means the relevant warranty plan selected by you in the Customer Contract & Declaration and more particularly set out in clauses 3 and 7 of this Warranty Document.

“Installation Date” means the date the installation of the Performance Upgrade is completed by the Installer/Motor Dealer.

“Warranty Document” means the Customer Contract & Declaration and General Terms and Conditions.

“Warranty Period” means the period commencing on the Installation Date and ending on the date selected by you in the Customer Contract & Declaration and more particularly set out in clause 4.

“Performance Upgrade” means the Performance Upgrade works carried out to the Vehicle by the Installer/Motor Dealer prior to the date of this Warranty Document.

“Prohibited Uses” means any form of participation in motor racing, motor events or competitions, cartage of livestock or stunts or testing for such uses, unless such uses are first approved in writing by CTB.

“Warranty Limit” means the financial limit payable by the installer/motor dealer for the Warranty Plan selected by you in the Customer Contract & Declaration as more particularly set out at clause 7.

“Warranty Fee” means the fee payable by you for the provision of this Warranty set out in the Customer Contract & Declaration.

“Forced induction” means supercharged or turbocharged

2. Terms of the Warranty

2.1 In consideration of your purchase of the Performance Upgrade and payment of the Warranty Fee, the Installer/Motor Dealer warrants to you that upon any Mechanical Failure of any Covered Component during the Warranty Period the Installer/Motor Dealer shall, as soon as reasonably practicable following written notification of the Mechanical Failure and subject to the terms and conditions of this Warranty Document either:

- (a) repair the Mechanical Failure; or
- (b) Pay you the reasonable cost of repairing the Mechanical Failure up to the Warranty Limit in lieu of repairing the Mechanical Failure.

2.2 You acknowledge that:

- (a) Your Installer/Motor Dealer is the issuer of the Warranty and has responsibility for payment of claims during the Warranty period. The Warranty is not a contract of insurance, nor is your Installer/ Motor Dealer or CTB acting as an insurer.
- (b) CTB has been appointed by your Installer/Motor Dealer as the claims administrator to authorise repairs, settle claims and answer questions you have about this Warranty Document.
- (c) CTB has full authority as an agent of your Installer/Motor Dealer to authorise repairs and settle claims. Should you have any enquiries regarding any aspect of the Warranty, or if you wish to make a claim on the Warranty, you should contact CTB before contacting your Installer/Motor Dealer.
- (d) Any claim under the Warranty must be made by you in writing to CTB in accordance with clauses 9 and 11.

3. Warranty Plan

3.1 Under the Warranty you are entitled to full vehicle warranty of any components at failure is deemed to be cause by the CTB` performance upgrade.

3.2 The Warranty is strictly subject to the Vehicle being as described in the relevant Warranty Plan and customer contract and declaration. Any errors or misdescriptions of the age or mileage of the Vehicle shall invalidate the Warranty.

4. Warranty Period

4.1 The Warranty period is the remainder of the new car warranty period.

4.2 The Warranty is provided for the Warranty Period. You will have no rights or claims under the Warranty for any Mechanical Failure occurring outside the Warranty Period.

5. Your Servicing Requirements

5.1 You, or any other person in control of the Vehicle, must take all reasonable precautions to minimise damage to the Vehicle and the Covered Components when you or they reasonably suspect a Mechanical Failure may have developed.

5.2 During the Warranty Period you must:

- (a) Have the Vehicle serviced by either your dealership, CTB or an approved service provider every 12 months or 15,000km (whichever is earlier). Approved service providers will be listed on our website.
- (b) Ensure that any vehicle under manufacturer's warranty be serviced in accordance with the manufacturer's guidelines for that vehicle.
- (c) For petrol vehicles use only 95 Octane fuel or higher as a standard requirement when running the vehicle.
- (d) Regularly check and maintain coolants and lubricants.
- (e) Retain any service invoices should CTB need to view these in an event of a claim.

6. Covered Components

The Covered Components and Warranty Limits (inclusive of GST) are set out below. Any component or event not listed in this table is not covered by the Warranty.

Covered Components:

- Engine
- Engine block, crankshaft, meshing timing gears, oil pump, pistons, piston rings, crankshaft bearings, cylinders, wrist pins, camshaft, camshaft gears, connecting rods, internal bushings, balance shaft and bearings only.
- Gearbox/transmission
- Internal lubricated parts of both manual and automatic transmissions only
- Differential
- Internal lubricated parts only.
- Vehicle Management System
- Internal components of engine ECU only.
- Drive Shaft and Universals
- Drive shaft and universal joints only.

7. Exclusions

- 7.1 This Warranty is provided only in respect of a Mechanical Failure. Neither CTB nor the Installer/Motor Dealer shall be liable for the following:
- (a) Any Consequential Loss;
 - (b) The negligent criminal use of the Vehicle;
 - (c) Any Mechanical Failure arising directly or indirectly from a failure to comply with your obligations in this Warranty Document including (without limitation) the servicing requirements set out in clause 5;
 - (d) Loss, damage, expenses or other liability you may incur as a result of any delays in obtaining parts and/or materials which are outside the control of CTB or the Installer/Motor Dealer;
 - (e) Any failure, breakdown or defect in the Vehicle or any part thereof which is not a mechanical failure;
 - (f) Any parts that would normally be regarded as regular maintenance or adjustments, calibrations, alignment, machining, keyways, servicing and/or maintenance related items including but not limited to; auxiliary drive belts, tension devices, harmonic balancer, brake pads, bushes, discs and shoes, batteries, fan and timing belts, filters, gaskets and seals, hoses, light bulbs, lamps and fuses, mufflers, oils, oxygen sensors, rubbers, shock absorbers, solenoids, struts, spark plugs, tires and wiper blades;
 - (g) Damage to, or repairs of a Vehicle that has been used for any Prohibited Use;
 - (h) Any failure caused by faulty design (common faults) or any expense arising from or due to the recall of the Vehicle by the manufacturer;
 - (i) Any repairs required as a result of the continued operation of the Vehicle once you have become aware of a Mechanical Failure having occurred.
 - (j) Damage attributed to impact or road traffic accident;
 - (k) Repair or replacement for damage caused by fire;
 - (l) Defects existing prior to the commencement of the Warranty Period;
 - (m) Any claims where you have not contacted CTB prior to the commencement of any repairs in accordance with this Warranty Document or where CTB has not issued a work authorisation number;
 - (n) Failure to follow any relevant manufacturer's guidelines for the Vehicle or exceeding the manufacturer's operating limitations;
 - (o) Any Mechanical Failure attributed to Normal Wear and Tear or any components/ parts that are replaced at the time of the repair, which have not actually failed;
 - (p) Where there is a failure to the factory components as a result of alteration or modification to the manufacturer's specifications which were not works carried out under the Performance Upgrade or as a result of any works not carried out by the Installer/Motor Dealer or CTB;
 - (q) Any liability for death, bodily injury, or damage to other property;
 - (r) Any costs undertaken to assess or diagnose whether a defect in the Vehicle is a Mechanical Failure;
 - (s) Where there has been any error or misdescription of the Vehicle by you;
 - (t) The cost of any coolants, lubricants or machinery in respect of the works required to repair the Mechanical Failure.
 - (u) Failure caused by rust or corrosion of any kind or contamination of fluids;
 - (v) Repair or replacement required due to misuse, neglect or abuse of the Vehicle;
 - (w) The theft of the Vehicle; and
 - (x) Vehicles that have been submersed in water.

8. Claims Procedure

THIS SECTION IS FOR GUIDANCE ONLY AND DOES NOT FORM PART OF THE WARRANTY DOCUMENT

- 8.1 In order to make a claim under the Warranty:
- (a) Read this Warranty to find out if your claim may be covered.
 - (b) Contact CTB/Local Ford Dealer for the location of your nearest approved repairer.

- (c) It is your responsibility to authorise and pay for any diagnosis necessary to determine if the problem falls within the Warranty.

8.2 After the problem has been diagnosed and authorisation has been given by CTB that the problem is covered by this Warranty Document, the authorised repairer will fax CTB, quoting your Warranty contract number, Current odometer reading of the Vehicle, a description of the problem, the repairs required, and the estimated cost of repairs.

8.3 Your Installer/Motor Dealer reserves the right to inspect the Vehicle prior to the authorisation of repairs. If an inspection is required, CTB, or a person appointed by CTB, may conduct the inspection on behalf of your Installer/Motor Dealer.

9. Invalidation and Termination

9.1 This Warranty Document and the Warranty there under will be deemed invalid if:

- (a) There is evidence that the Vehicle's odometer had been tampered with, or it is defective;
- (b) You, or a person acting on your behalf, or otherwise with your knowledge, provides a false statement in support of a claim;
- (c) The Vehicle is at anytime used for any Prohibited Use;
- (d) You are in material and persistent breach of your obligations under this Warranty Document.

10. Contact Us/Notices

All notices and communication under this Warranty to CTB must be Made by post, fax or email at the following:

CTB Performance and Accessories Ltd
PO Box 97165
Manukau 3844
Tel: (09) 278-3185
Email: sam@ctb.co.nz