

Herrod Performance Warranties

THE HERROD PERFORMANCE VEHICLE WARRANTY

Your rights under the Australian Consumer Law

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 and for compensation for any other reasonably foreseeable loss or damage.

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 HERROD PERFORMANCE VEHICLE WARRANTY - WARRANTY STATEMENT¹

Herrod warrants to the Owner that it will during Herrod Vehicle Warranty Period and concurrent with the Ford Express New Vehicle Warranty, at its option, repair, replace or adjust free of charge at the premises of the Servicing Dealer any Herrod Part of the Vehicle which it finds to be defective in factory materials or workmanship under normal use and operation within Australia provided that:

(a) the Herrod 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 and /or Herrod;
- (ii) to have the Vehicle properly, regularly and punctually serviced in accordance with the instructions and recommendations specified for the Vehicle by Ford and /or Herrod.

(b) the Vehicle is under normal circumstances delivered at the Owner's expense to the Servicing Dealer for the carrying out of the required Herrod Warranty Service as soon as possible, after the need for such service becomes apparent.

Unless Herrod expressly agrees, the Herrod Performance 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 and/or Herrod.

The Herrod Performance Vehicle Warranty will cease to apply to any Vehicle which Herrod and/or Ford believes, on reasonable grounds, has been Written Off³.

Note:

1. The terms of the Herrod Performance Vehicle Warranty include the questions and answers contained in the Warranty Explanation on the following pages.
2. Please refer to Question 2 to Question 6 of the Warranty Explanation on the following pages.
3. Please refer to Question 17 of the Warranty Explanation on the following pages.

The Herrod Performance Vehicle Warranty is in addition to other rights and remedies conferred upon consumers under the Australian Consumer Law, and any other applicable Commonwealth, State or Territorial Statutory Enactment.

The meaning of words which are capitalised is set out under the heading 'Definitions' on the following page of this guide.

Definitions

In the preceding Herrod Performance Vehicle Warranty (including the questions and answers contained in the Warranty Explanation):

Herrod Performance Warranties

'Authorised Ford Dealer' means a dealer appointed by Ford to new and/or unused vehicles of the kind marketed from time to time by Ford in Australia and to perform Herrod Warranty Service on such Vehicles.

'Base Vehicle' means the 2020 model year Mustang GT Coupe with manual transmission which is the base vehicle for the Vehicle.

'Ford' means Ford Motor Company of Australia Limited A.B.N. 30 004 116 223 of 1st Floor, 600 Victoria Street, Richmond, Victoria, 3121, telephone 13 FORD (13 36 73).

'Ford Express New Vehicle Warranty' means the express vehicle warranty provided by Ford in relation to the Base Vehicle.

'Herrod' means Herrod Performance Pty Ltd A.B.N 59 608 961 799, 103 Northgate Drive, Thomastown VIC 3074, Australia

'Herrod Parts' means any part, component or assembly of the Vehicle which has been added by Herrod Performance to produce the Mustang R-Spec model from the Base Vehicle.

'Herrod Parts Warranty' means the express warranty set out later in this section of the guide in connection with the sale of Herrod Parts.

'Herrod Performance Vehicle Warranty' means the express vehicle warranty set out at the commencement of this document, (including the questions and answers contained in the Warranty Explanation).

'Herrod Vehicle Warranty Period' means

The period expiring five years after the Herrod Warranty Commencement Date.

"Herrod Warranty Commencement Date" means:

- In the case of a Vehicle which is a company, dealership, 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.

'Herrod Warranty Service' means any repair, replacement or adjustment which is to be, or which has been, performed by the Servicing Dealer under the Herrod Performance Vehicle Warranty.

'Modification' includes any addition, deletion or alteration made to or from the Vehicle excluding those Herrod Parts specified and fitted by Herrod.

'Owner' means the owner of the Vehicle for the time being during the Herrod Vehicle Warranty Period.

'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 Australian 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, Herrod Warranty Service.

Herrod Performance Warranties

'Statutory Enactment' means the Competition and Consumer Act 2010, and any other statutory enactment of the Commonwealth of Australia, or of any Australian State or Territory, 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 Mustang R-Spec Service Portfolio provided in the glove compartment of your vehicle under the section titled 'Owner/Vehicle Identification'.

'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.

WARRANTY EXPLANATION

The following questions and answers are intended to assist you in understanding the Herrod Performance Warranty provided with the Vehicle. The meaning of words which are capitalised is set out under the heading 'Definitions' in this section of the guide.

1. Who can obtain Herrod 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 Herrod Warranty Service during the Herrod Vehicle Warranty Period.

2. Where should I go and what should I do to obtain Herrod Warranty Service?

It is the responsibility of the Selling Dealer to provide Herrod Warranty Service and you should take the Vehicle to that dealer whenever Herrod 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 the Mustang R-Spec Service Portfolio are required by the Servicing Dealer in connection with the provision of Herrod Warranty Service. Accordingly, it is important that you present the Mustang R-Spec Service Portfolio the Servicing Dealer whenever you request Herrod 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 Herrod Vehicle Warranty?

If, as a result of a defect which is covered by the Herrod 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 Herrod Warranty Service.

4. What should I do if in an emergency Herrod 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 Herrod Performance 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 servicer or repairer. A claim for the reasonable cost of such service may be made on Herrod through the Selling Dealer or the Authorised Ford Dealer who would normally carry out the Herrod Warranty Service.

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 Herrod Warranty Service as soon as possible.

5. What should I do if I have any difficulties in obtaining Herrod Warranty Service?

If you encounter any difficulties in obtaining Herrod 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 on page 5 of the Mustang R-Spec Service Portfolio.

6. Do I have to bear any costs or expenses in connection with the provision of Herrod Warranty Service?

Herrod Performance Warranties

Except as stated below, Parts and labour used and supplied in carrying out Herrod Warranty Service at the premises of the Servicing Dealer are free of charge.

Whenever Herrod 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 Herrod 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 Herrod 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 Herrod Warranty Service away from the Servicing Dealer's premises.

If, as a result of a defect which is covered by the Herrod Performance 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 Herrod Warranty Service, such reasonable costs and expenses as are incurred in moving the Vehicle to that Authorised Ford Dealer's premises or, if that Dealer so elects, in performing the required Herrod Warranty Service at the place where the Vehicle is located (or at some other location), will be covered by the Herrod Performance Vehicle Warranty.

7. Are loss of time, inconvenience, commercial or other direct or indirect loss, damage or injury covered by the Herrod Performance Vehicle Warranty?

No. The Herrod Performance Vehicle Warranty covers only the repair, replacement or adjustment at the Servicing Dealer's premises, of those Herrod Parts of the Vehicle which are found by Ford and/or Herrod to be defective in factory materials or workmanship during the Herrod 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 Herrod Part of the Vehicle, will be recognised under the Herrod Performance 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 Herrod Performance Vehicle Warranty.

8. When will the Herrod Performance Vehicle Warranty not apply?

The Herrod Performance Vehicle Warranty will not apply, unless the Herrod Part which is alleged to be defective is found by Ford and/or Herrod to be defective in factory materials or workmanship under normal and proper use and operation within Australia. Accordingly, the Herrod Performance Vehicle Warranty will not apply if the failure of the Herrod Part in the Vehicle to which your claim relates is caused by or is attributable to:

- misuse of such Herrod 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 Herrod and/or Ford ; or
- exceeding the operating or capacity limitations specified for the Vehicle by Herrod and/or 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 Herrod Part and lead to a rejection of a claim in connection with such Herrod Part under the Herrod Performance Vehicle Warranty. A claim under the Herrod Performance Vehicle Warranty will also be rejected if a Modification (other than a Modification made by, or at the direction of, Herrod and/or Ford) is made to the Vehicle by, or for you and such Modification adversely affects the Performance / Compliance of the Herrod 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 Herrod and/or Ford will be regarded as a Modification and may lead to the rejection of a claim under the Herrod Performance Vehicle Warranty if the use of such part, component, assembly, equipment or accessory adversely affects the Performance / Compliance of a

Herrod Performance Warranties

Herrod Part in respect of which a claim is made under the Herrod Performance Vehicle Warranty.

9. What other items are not covered by the Herrod Performance 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 Herrod Performance Vehicle Warranty.

While the minimum maintenance requirements are listed in the Mustang R-Spec Service Portfolio, climatic and operating conditions or driving habits may require the performance of additional or more frequent maintenance services. Please refer to the section in the Mustang R-Spec Service Portfolio entitled 'Vehicles driven Under Severe Conditions'. 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
- repair or replacement of tyres caused by:
 - normal wear,
 - damage such as cuts, snags, bruises, bulges and impact breaks (from kerbs or potholes),
 - damage caused by a puncture or tyre repair, or
 - damage caused by improper inflation or alignment, tyre chains, racing, driver abuse, spinning (such as when stuck in mud or snow), improper mounting or dismounting.

10. Will the Herrod Performance Vehicle Warranty be excluded if I have the vehicle modified and the Modification does not adversely affect any Herrod Part of the Vehicle?

No. However, Herrod 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 Herrod 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, Herrod. For example, if the Vehicle has been converted for the use of Liquid Petroleum Gas, Herrod 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 Herrod for use in the conversion) nor any defect in any Herrod Part of the Vehicle which results from or is attributable to, or to the use of, the conversion, but otherwise the Herrod Performance Vehicle Warranty will continue to apply with respect to the Vehicle during the Herrod Vehicle Warranty Period.

11. Will the Herrod Performance 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 Manual and the Mustang R-Spec Service Portfolio for guidance) it may be used for the purpose of towing without limiting your rights under the Herrod Performance Vehicle Warranty if;

Herrod Performance Warranties

- 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.

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, and so on), 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 Herrod 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 Herrod Part under the Herrod Performance Vehicle Warranty will be rejected.

12. Are tyres covered by the Herrod Performance Vehicle Warranty?

The original tyres fitted to the Vehicle are covered by the Herrod Vehicle Warranty. If you replace any original tyre with a tyre which is approved for the Vehicle by Herrod during the Herrod Vehicle Warranty Period, the replacement tyre will be covered for the remainder of the Herrod Vehicle Warranty Period.

The application of the Herrod Performance Vehicle Warranty to tyres (as stated above) is in addition to those rights and remedies which are conferred upon you by any Statutory Enactment or by the terms of any express warranty provided by the tyre manufacturer.

13. Are Herrod Parts covered by express warranties?

A Herrod Part purchased from an Authorised Ford Dealer and approved for fitment to your Vehicle will be expressly warranted by Herrod under the Herrod Parts Warranty. The terms of this warranty are described later in this section of your guide.

. Please note that tyres are not covered by the terms of the Herrod Parts Warranty. Refer to Questions 12 for details of warranty coverage for tyres.

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

The express warranties which apply to Herrod Parts are in addition to other rights and remedies which are conferred upon you by any applicable Statutory Enactment.

14. Can the Herrod Performance Vehicle Warranty be transferred with the Vehicle to subsequent Owners?

Herrod Performance Warranties

Yes. If the Vehicle is sold during the Herrod Vehicle Warranty Period, the Herrod Performance Vehicle Warranty is transferable with the Vehicle and the new Owner will have the benefit of the Herrod Performance Vehicle Warranty during the balance of the Herrod Vehicle Warranty Period.

15. Is the Herrod Performance Vehicle Warranty provided with the Vehicle valid in another country?

The Herrod Performance Vehicle Warranty is applicable to the Vehicle only if the Vehicle was sold for use and is used in Australia.

16. 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 Herrod's and Ford's specified capacity and operating limitations, and to ensure that during the Herrod Vehicle Warranty Period, the Vehicle is serviced regularly and promptly in accordance with the instructions and recommendations stipulated for the Vehicle by Herrod in the Mustang R-Spec Service Portfolio.

In particular, it is your responsibility to arrange for Herrod 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 referred to in the Mustang R-Spec Service Portfolio, to be carried out at the specified times, or at the specified or recommended intervals for such services.

17. What if the vehicle has been Written Off?

If Herrod believes, on reasonable grounds, that a Vehicle has been Written Off, the Herrod Performance 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 Herrod Performance Vehicle Warranty or if you experience difficulties in obtaining Herrod Parts, 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 on page 5 of the Mustang R-Spec Service Portfolio.

18. If I have my Vehicle serviced by someone other than an Authorised Ford Dealer will this void the Herrod Performance Vehicle Warranty?

For your peace of mind, Herrod recommends that you service your Vehicle at an Authorised Ford Dealer. 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 Herrod and/or Ford, then your coverage under the Herrod Performance 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 Herrod and/or Ford (including a failure to follow our recommendation to use Genuine Ford Parts), the Herrod Performance Vehicle Warranty will not apply to such a failure.

19. Is corrosion covered by the Herrod Performance Vehicle Warranty ?

Yes, the Herrod Performance Vehicle Warranty covers the Herrod Parts against corrosion except where the Herrod Parts have been damaged (for example, by accident, poor repair procedures, sand, salt, stones, hail, chemicals or industrial fallout).

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 Herrod Performance Vehicle Warranty.

Proper maintenance for the purposes of the Herrod Performance 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.

Herrod Performance Warranties

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.

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.

Herrod Performance Warranties

THE HERROD PARTS WARRANTY

Your rights under the Australian Consumer Law

Herrod's 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 and for compensation for any other reasonably foreseeable loss or damage.

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 HERROD PARTS WARRANTY

- WARRANTY STATEMENT

Herrod WARRANTS with respect to each new Herrod Part including replacement parts (excluding tyres) marketed by Ford and purchased by a retail customer from an Authorised Ford Dealer that Herrod WILL, in the case of a Herrod Part sold at retail for use in or in connection with your Vehicle or its automotive engine:

, for a period of 12 months from the date of the original retail sale of that Herrod Part, or until that Herrod Part has been in use, service or operation in a vehicle or automotive engine, for a distance of 20,000 km (whichever occurs first).

REPAIR OR REPLACE FREE OF CHARGE, any such Herrod Part found to be defective in factory materials or workmanship under normal use and operation, provided that the Herrod Part:

- i) was correctly installed in, affixed or attached to the product for which application, the part was designed and sold at retail;
- ii) has not been altered, modified or repaired outside Herrod's own factory or a location designated or approved by Herrod and/or Ford, in a way which adversely affects the performance, durability, stability, reliability, or safety of that Herrod Part; and
- iii) has been properly used and operated within the capacity and operating limitations as specified by Ford or Herrod or the manufacturer of the Herrod Part;
- iv) has been properly maintained and cared for; and
- v) is returned to an Authorised Ford Dealer, transportation charges prepaid.

The Herrod Parts Warranty is in addition to other rights and remedies conferred on consumers under any applicable Statutory Enactment.

Definitions

In the preceding Ford Parts 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 of the kind marketed from time to time by Ford in Australia.

'Ford' means Ford Motor Company of Australia Limited A.B.N. 30 004 116 223 of 1st Floor, 600 Victoria Street, Richmond, Victoria, 3121, telephone 13 FORD (13 36 73).

Herrod' means Herrod Performance A.B.N. 59 608 961 799, 103 Northgate Drive, Thomastown VIC 3074, Australia.

'Herrod Parts' means any part, component or assembly of the Vehicle which has been added by Herrod Performance to produce the Mustang R-Spec model from the Base Vehicle.

'Statutory Enactment' means the Competition and Consumer Act 2010 and any other statutory enactment of the Commonwealth of Australia or of any Australian State or Territory and includes any law, by-law, rule, regulation, or ordinance made pursuant to any such statutory enactment.