

OWNERSHIP & WARRANTY AGREEMENT

Subject to the terms and conditions below, Lotus Caravans Pty Ltd (ABN 46 107 586 229) ("Lotus Caravans") warrants the Purchaser for the 2025 models onwards that:

- for a period of five (5) years from the date of the first purchase, any structural items of the caravan, camper or mobile home ("Caravan") including frame integrity and structural joinery which are of Lotus Caravans' manufacture, will be free from defects in material and workmanship under normal use; and
- for a period of two (2) years from the date of the first purchase, any non-structural items of the Caravan that are of Lotus Caravans' manufacture, will be free from defects in material and workmanship under normal use.

If a defect covered by this Warranty appears, Lotus Caravans will, in its sole discretion, either repair or replace the item without charge for parts and labour incurred in that rectification.

Goods presented for repair may be replaced by refurbished goods of the same type or quality rather than being repaired. Refurbished parts may be used to repair the goods. Lotus Caravans reserves the right to make improvements, product changes or both, and is not obliged to provide original manufactured products for Warranty purposes. Where appropriate, a superseded original product will be replaced with a currently available product.

WARRANTY CLAIM

If work under this Warranty is required, the Purchaser should immediately contact the nearest authorised Lotus Caravans dealership, or Lotus Caravans at the address listed above. Lotus Caravans will not normally reimburse costs of repairs performed by outside companies without the prior written consent of Lotus Caravans.

Any Warranty claim must be accompanied by:

- a) Proof of purchase
- b) Details of the Caravan (such as chassis number, make and model)
- c) Full details of the alleged defect; and
- d) Appropriate documentation (such as historical service and maintenance records).

If requested, the Purchaser must provide photos of the alleged defect or allow Lotus Caravans or an authorised Lotus Caravans dealership to obtain photographs of the alleged defect.

The Purchaser must make the Caravan available to Lotus Caravans or the authorised Lotus Caravans dealership for inspection and testing. If such inspection and testing find no defect in the Caravan, the Purchaser must pay Lotus Caravans' usual costs of service work, evaluation and testing.

The Purchaser must bear the cost of the transport of the Caravan to and from Lotus Caravans, an authorised Lotus Caravans dealership or service agent, and all insurance of the Caravan.

If the Purchaser makes a claim under this Warranty and has not completed and sent the Warranty Registration Certificate below to Lotus within 7 days from the date of purchase, then the repairs or handling of that claim may be delayed.

EXCLUSIONS

This Warranty does not cover the following:

- Any caravan which is/has been purchased for promotional purposes, including but not limited to giveaways, raffles/lotteries, sweepstakes and other such contests.
- Chassis, brakes or tyres. For any claim on these items please refer to the relevant manufacturer;
- Other items not manufactured by Lotus Caravans, including appliances such as refrigerators, stoves, microwaves ovens, freezers, air conditioners, radios or radio/cassettes, televisions, awnings, toilets or other options which may be covered by the respective manufacturer or supplier of that item. Removal or re-installation costs of such items to enable repairs under that warranty are the responsibility of the Purchaser. Please refer to local agency for service;
- Defects or damage resulting from overloading, misuse, negligence, accident or other cause beyond the direct control of Lotus Caravans;
- Defects resulting from the modification, fitting or installation of any accessories or options such as air conditioners, annexes or other items after the Caravan has left the premises of Lotus Caravans;
- Any rectification, modification or other work required due to alterations in local, State or Federal legislation, which occurs after manufacture of the Caravan;
- Any consequential damages or repair work necessitated due to the continued usage or towing after a defect has or should have become apparent to the Purchaser or user;
- Deterioration due to exposure or damage due to normal wear and tear, natural causes or resulting from subjecting the Caravan to abnormal conditions, including environment, temperature, water (including the use of high-pressure hoses), fire, humidity, pressure, stress or similar;
- Defects resulting from the Purchaser's failure to properly use, operate and maintain the Caravan in accordance with Lotus Caravans' instructions, recommendations or specifications including applicable maintenance schedules and the preparation guidelines set out below;
- Defects resulting from the use of unauthorised parts or accessories on or in relation to the Caravan;
- Defects resulting from use of the Caravan other than for the purpose for which it was designed;

- Defects resulting from use of the Caravan other than for the purpose for which it was designed;
- Damage or defects caused by excessive speed, hard impact or use of the Caravan in unsuitable 4WD or off-road applications;
- Shrinkage, fading, punctures or tears to fabric items such as soft furnishings, mattresses and upholstery;
- Damage to surfaces and seals caused by after-treatments such as coatings, protectants and sealants; or
- Normal service and maintenance items. It is the responsibility and obligation of the Purchaser to service and maintain the Caravan in a safe and roadworthy condition. Failure to do so may void this warranty.

LIMITATIONS ON USAGE OF LOTUS BRAND ASSETS

Lotus Caravans retains full control over the usage of all Lotus Caravans brand assets, including but not limited to:

- the name 'Lotus Caravans';
- the Lotus Caravans logo and all variations thereof, including but not limited to 'est. 2004' logo lockup; '20th Year Anniversary' logo lockup, etc.

Usage of Lotus Caravans brand assets for promotional purposes is strictly prohibited unless express prior approval has been sought by the purchaser/owner and provided by the Lotus Caravan director, in their sole discretion.

'Promotional purposes' includes but is not limited to giveaways, raffles/lotteries, sweepstakes and other such contests.

HOW TO PREPARE YOUR CARAVAN

- Follow the 'Lotus Caravans Pre-Trip check'
- When about to travel on terrain other than asphalt the below points need to be adhered to:
 - Assessing the terrain, tow vehicle and caravan before you proceed
 - Removal of stabiliser/sway bars from tow vehicle and caravan
 - Drop tyre pressures on both caravan and tow vehicle to suit the conditions
 - Maintain safe and reasonable speeds relevant to the conditions
 - Evenly distribute weight throughout the caravan and DO NOT overload

Failure to follow the above guidelines will be evident in claims made for breakage or a wear and tear nature.

Please note that any claim under this Warranty must be notified to Lotus Caravans within a reasonable time (and in any event no more than 30 days) after the Purchaser first noticed or ought reasonably to have noticed the issue or defect. If Lotus Caravans is not notified of the

claim within a reasonable time of the Purchaser first noticing the issue or defect, Lotus Caravans may in its absolute discretion deny the claim and Lotus Caravans then has no liability under this Warranty. Rental, hire or commercial use of the Caravan will void this Warranty.

It is a term of this Warranty, that when works are completed under this Warranty, the Purchaser will limit any concerns they have about such works to Lotus Caravans only. The Purchaser also agrees to take no action which is intended, or would reasonably be expected, to harm the reputation of Lotus Caravans; or would reasonably be expected to lead to unwanted or unfavourable publicity to Lotus Caravans.

WARRANTY & OWNERSHIP LIMITATIONS

Lotus Caravans makes no express warranties or representations other than set out in this Warranty. Lotus Caravans does not authorise any dealer, agent or representative to assume for it any responsibility or obligation, whether expressed or implied, verbally or in writing, except to refer to this Warranty.

The repair or replacement of the Caravan or defective part of the Caravan is the absolute limit of Lotus Caravans' liability under this express Warranty.

OTHER LAWS

The above Warranty is in addition to all other rights provided to the Purchaser under Australian State and Federal legislation that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any State or Federal legislation applicable to the supply of goods and services which cannot be excluded, restricted or modified.

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.

WARRANTY REGISTRATION CERTIFICATE

PURCHASER'S NAME:	
PURCHASER'S EMAIL:	
TELEPHONE NO:	
MOBILE NO:	
ADDRESS:	
CITY & STATE:	
POSTCODE:	
PURCHASED FROM:	
ADDRESS FROM:	
DATE OF PURCHASE:	
CHASSIS NO:	

Please complete this certificate and return it to Lotus Caravans Pty Ltd. 9 Biodiversity Boulevard, Epping, Vic 3076 &/OR warranty@lotuscaravans.com.au within 7 days of purchase.

I, _____, hereby agree and acknowledge that:

[PRINT FULL NAME]

- I have been provided with sufficient opportunity to inspect both the interior and exterior of the Caravan prior to taking delivery;
- I have been shown the functionality of all appliances and devices in the Caravan by dealership personnel and generally understand the correct use of each appliance and device;
- I have been provided with any relevant instruction manuals for the appliances and devices fitted to the Caravan and understand that I must use the appliances and devices strictly in accordance with those instruction manuals;
- prior to taking delivery of the Caravan, I have noted with dealership personnel the following concerns or outstanding issues with the Caravan which require attention:

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Apart from the issues set out above, I accept the overall quality and condition of the Caravan, including but not limited to all appliances and devices as well as interior and exterior fittings and finishes.

Purchaser's signature: _____

Date: _____