

## 3 Year Manufacturer Warranty Policy & 5 Year Chassis & Suspension Warranty Policy (AUS June 21)

Kimberley Kampers (hereafter referred to as 'KK') provides the following warranty in relation to its camper-trailers/caravans.

The benefits of this warranty are in addition to any rights and remedies you may have under any laws in relation to the supply of a camper-trailer/caravan that cannot be excluded. Nothing in this warranty is to be interpreted as excluding, restricting or modifying any such laws which cannot be excluded, restricted or modified.

Our camper-trailer/caravan comes 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.

Please take the time to read the Owner's Manual to ensure that you are familiar with the camper-trailer/caravan's operation and service procedures.

### This Limited Warranty Covers

(i) The first retail owner and any subsequent owners  
 (ii) ONLY those portions of a NEW camper-trailer/caravan not excluded under the section "What is Not Covered", when sold by an authorised dealership and used for its intended purpose of recreational travel and camping; and, (iii) ONLY defects in workmanship performed and/or materials used to assemble those portions of your camper-trailer/caravan not excluded under the section "What is Not Covered". "Defect" means the failure of the workmanship performed and/or materials used to conform with the design and manufacturing specification and tolerances of KK. The Limited Warranty is transferable and the subsequent owner's warranty coverage period shall be the unexpired balance of the original warranty coverage period.

When you request and accept the performance of warranty repairs under the terms of this Limited Warranty, you are accepting all terms of this Limited Warranty, including by way of example, warranty limitations and disclaimers, the forum selection clause and the clause reducing the time period when suit must be filed for breach.

### Coverage Ends

36 Months (Manufacturer Warranty) and 60 Months (Chassis & Suspension Warranty) after the first retail

owner first takes delivery of the camper-trailer/caravan from an authorised dealership. Any action for breach of this warranty or any implied warranties must be commenced not more than 37 / 61 months after breach.

### Limitation Of Implied Warranties

Implied warranties arising under applicable law, if any, including but not limited to implied warranties of merchantability or fitness for a particular purpose, are hereby limited in duration to the term of this limited warranty and are limited in scope of coverage to those portions of the camper-trailer/caravan covered by this limited warranty. There are no express warranties or any implied warranties of merchantability on those portions of the camper-trailer/caravan excluded from coverage. There is no warranty of any nature made by KK beyond that contained in this limited warranty. No person has authority to enlarge, amend or modify this limited warranty. The dealer is not KK's agent. KK is not responsible for any undertaking, representation or warranty made by any dealer or others beyond those expressly set forth within this limited warranty.

### Third Party Warranty Items

Items supplied by a Third Party and fitted by KK are warranted by said supplier/manufacture. These items typically include retractable awnings, electrical appliances and electronic equipment. KK may help a customer with a warranty claim but will not be responsible for fulfilling the warranty obligations of Third Party Suppliers. If and when new materials and production techniques are developed that can improve the quality of its product, or material substitutions are necessary due to availability, KK reserves the right to make such changes. The warranty periods for some of these components varies by supplier and can be found below:

Item	Supplier	Warranty Periods
Canvas	Wax Converter Textiles	Limited Warranty up to 5 Years
Multimedia	Fusion, Intellisat, TEAC	Limited Warranty up to 3 Years
Diesel Hot Water Units Diesel Air Heater Units	Various	2 Years
Diesel Cook Tops	Various	2 Years
Lithium Batteries	Kimberley	Limited Warranty up to 3,000 Hour (typically this is 5+ years)
Air conditioner	Dometic	2 Years
Toilet	Dometic Kimberley Waterless	2 Years 2 Years

## Disclaimer Of Incidental And Consequential Damages

KK disclaims any and all incidental and consequential damages, including but not limited to expenses such as transportation to and from dealerships and KK repair facilities, loss of time, loss of pay, loss of use, inconvenience, commercial loss (including but not limited to lost profits), towing charges, bus fares, vehicle rental, service call charges, fuel expenses, incidental charges such as telephone calls and facsimile transmissions, and expenses for lodging and moisture damage such as mold and mildew as well as rust and corrosion. This disclaimer is independent of any failure of the essential purpose of any warranties provided with the camper-trailer/caravan and shall survive any determination that a warranty failed of its essential purpose. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## Repair Remedy

KK sole and exclusive obligation is to repair any covered defects discovered within the warranty coverage period if: (1) within 10 days of your discovery of a defect you notify KK OR an authorised dealership of the defect; AND (2) you deliver your camper-trailer/caravan to KK OR an authorised dealership at your cost and expense.

## Back-Up Remedy

If the primary repair remedy fails to successfully cure any defect after a reasonable number of repair attempts, your sole and exclusive remedy shall be to have KK pay an independent service shop of your choice to perform repairs to the defect OR if the defect is incurable, have KK pay diminution in value damages. The repair remedy and the back-up remedy must both be exhausted, and these remedies must fail to fulfill their essential purpose before you can seek any legal or equitable relief. This limited warranty is not a warranty that promises or extends to future performance because the warranty does not make a representation on how your camper-trailer/caravan will perform in the future but instead represents only what the remedy will be if a defect exists.

Unless prohibited by state law, repairs will not extend the time when you must commence a breach of warranty claim and shall not extend the warranty coverage period. Any performance of repairs after the warranty coverage ends OR any performance of repairs to those portions of your camper-trailer/caravan excluded from coverage shall be considered "good will" repairs. Warranty repairs should be expected. KK may use new and/or remanufactured parts and/or components of substantially equal

quality to complete a repair. Damage to interior or exterior surfaces, trim, upholstery and other appearance items may occur at the factory during assembly, during delivery of the camper-trailer/caravan to your selling dealer or on the selling dealer's lot. Normally, any damage is detected and corrected at the factory or by the selling dealer during the inspection process. If you discover any damage when you take delivery of your camper-trailer/caravan, you MUST notify your dealer OR KK within 10 days of the date of purchase to have damage repaired at no cost to you. Minor adjustments, such as adjustments to the interior or exterior doors, drawers, latches will be performed at no cost to you by your selling dealer during the first 90 days of warranty coverage; thereafter, such adjustments are your exclusive responsibility as normal maintenance.

## This limited warranty does not apply to a camper-trailer/caravan that:

- has been modified or changed without approval from KK
- has had an accessory or option fitted by someone not authorised by KK; or
- has had the serial number removed, altered or made illegible.

## What Is Not Covered

1. Tyres, batteries, stereo, television, range/stove, refrigerator, air conditioner, toilet, water heater, microwave, generator, glass breakage, zips and fittings, and other materials, parts and components warranted by persons or entities other than KK. Note: Mattresses, canvas, window screening and cushion covers are not warranted against tears, fading, soiling and shrinkage. Please refer to the warranties of component manufacturers for terms and conditions of coverage;
2. Accessories and equipment that are working as designed, but which you are unhappy because of the design;
3. Any part or component of the camper-trailer/caravan that was not manufactured or installed by KK;
4. Normal deterioration due to wear or exposure, including but not limited to upholstery, galvanising finish, flooring rust, corrosion, oxidation, and cosmetic blemishes;
5. Normal maintenance and service items, including but not limited to light bulbs, fuses, lubricants, sealants and seals, door adjustments, and awning tension;
6. After-market equipment or accessories that are

- not approved by KK installed on the camper-trailer/caravan after completion of manufacture by KK, or any defects or damage caused by such items;
7. Water taste issues and plumbing system damage from cleaning agents;  
(Note: Poor water taste may come from bad water going into the water tank and then cleaning agents being used to 'clear' the problem. The water system includes 'food grade' components yet they still do affect taste very slightly when water has been lying in them. Some remote water sources have a high mineral content which may affect the taste. The polyethylene water tanks use are inert containers and will not overly affect the taste of water. Poor water taste and plumbing damage caused by vinegar, vanilla and other cleaning agents are not covered).
  8. Alloy wheel damage from trapped stones and other items;  
(Note: There is a possibility that sharp stones can get caught between the alloy wheel and the brake system or the hub. This is more prevalent on 17in wheels and larger format exotic wheels. As these alloys are a special format, our hubs and brakes may score the wheels and could be dangerous to your safe driving. We recommend steel wheels and take no liability for alloy wheels).
  9. Damage from loose wheel nuts;  
(Note: There is a tendency for these to become loose, even after they are torqued correctly. Changes in temperature between day/night and while driving slowly release pressure on the wheel nuts and they need constant attention. Continue to check wheel nuts. Aftermarket wheels are problematic with accurate location on the hub. Attention is needed to ensure these are running correctly at the correct torque.)
  10. Battery damage from incorrect charging practices;  
(Note: The batteries are very robust but most common problem occurs when the camper-trailer/caravan is left without the batteries fully charged for periods of time OR the tow vehicle does not provide adequate charging current whilst towing. A comprehensive battery management system and a DC booster for charging may be necessary. Please read the section on charging your batteries using the vehicle).  
**Lithium Batteries will be damaged if fully discharged and left in a discharged state even for a short period.**
  11. Degradation of steel and stainless steel finish;  
(Note: The fine red dust that you see in the outback and other remote locations generally has iron ore in it. When trapped in the surface of steel and stainless steel, it will start to corrode and "rust". A very thorough clean will generally remove this "rust". If left, it will attack the stainless steel and the surface condition).
  12. Dust ingress;  
(Note: We can't advertise our products as dust proof as a white glove over most surfaces on opening a camper-trailer/caravan will reveal dust. We do design and seal so that dust will not adversely affect your trip. It does require good maintenance of the pressurization filter (where fitted) and keeping the seals clean. Sealing strips seal on clean surfaces to prevent dust coming in and the surfaces have to be well maintained. The dust seals are disturbed on severe corrugations unless the tyre pressures are low and in accordance with our guide).
  13. Toilet damage or defect caused by having anything deposited into the toilet system other than human waste;
  14. Camper-trailer/caravans not purchased through an authorised dealer of KK and camper-trailer/caravans purchased directly or indirectly through auction, salvage, repossession, or other non-customary sale means;
  15. Any camper-trailer/caravan used other than for temporary recreation purposes, including, but not limited to, use of the camper-trailer/caravan for residential, rental, business and commercial purpose or any camper-trailer/caravan purchased by, registered by, or titled in the name of a business association (such as any Pty Ltd, corporation, or partnership). If the camper-trailer/caravan owner or user files a tax form claiming a business or commercial tax benefit or income related to the camper-trailer/caravan, it shall be irrefutable that the camper-trailer/caravan has been used for rental, commercial or business purposes.
  16. Defects or damage caused by, in whole or in part, or in any way related to: Accidents, misuse (including off-road use), or negligence; Failure to comply with the instructions set forth in any owner's manual provided with the camper-trailer/caravan; Alteration or modification of the camper-trailer/caravan except such alterations or modifications approved in writing by KK; Acts of God or other environmental conditions, such as lightning, hail, salt causing rust, or other chemicals in the atmosphere; De-icing agents or other chemicals applied to the camper-trailer/caravan; Failure to properly maintain or service the camper-trailer/caravan, including but not limited to

the maintenance of lubricants, sealants, and seals; Condensation and the results of condensation including water damage and the growth of mold or mildew. Mold and mildew are natural growths given certain environmental conditions and are not covered by the terms of this Limited Warranty; The addition of weight to the camper-trailer/caravan that causes the total weight to exceed applicable weight ratings, or addition of weight causing improper distribution of the weight of the camper-trailer/caravan; Failure to seek and obtain repairs in a timely manner; Failure to use reasonable efforts to mitigate damage caused by defects; Failure to properly ventilate the camper-trailer/caravan; Improper electric power supply or improper camper-trailer/caravan hookup to other facilities; the camper-trailer/caravan being subject to abnormal conditions, including environment, temperature, water, fire, humidity, pressure, stress or similar; the camper-trailer/caravan having been used after a defect became apparent or should have become apparent; excessive speed, failure to lower tyre pressure or hard impact; the repair, maintenance or service by a person not authorised by KK; water damage caused by creek crossings, flooding and other similar conditions; or Acts or omissions of any person or entity other than KK. (Note: An irrefutable presumption arises that the camper-trailer/caravan has been used for commercial and/or business purposes if the camper-trailer/caravan owner or user files a tax form claiming any business or commercial tax benefit related to the camper-trailer/caravan, or if the camper-trailer/caravan is purchased, registered or titled in a business name.)

### Warranty Transfer Conditions

This warranty is only transferrable to a subsequent owner if the camper-trailer/caravan is sold by the original owner during the Warranty Period unless otherwise agreed to by KK in writing. The subsequent owner must contact KK to register for the remainder of the Warranty Coverage Period.

### How will a valid Warranty claim be honoured?

If a defect appears in KK' manufacture or assembly fo the camper-trailer/caravan before the end of the Warranty Coverage Period and KK finds the camper-trailer/caravan to be defective in materials or workmanship, KK will, in it's sole discretion, either;

- replace or repair the camper-trailer/caravan or the defective part of the camper-trailer/caravan; or
- cause the camper-trailer/caravan or defective part of the camper-trailer/caravan to be replace or repaired by a qualified repairer.

Warranty repairs shall only be carried out by KK's service department or, when directed by KK's Service Manager, by an authorised KK repair and service agent within a reasonable time from the camper-trailer/caravan being delivered to KK.

KK reserves the right to take ownership of all replaced parts. KK will not reimburse any payments made for work done or replaced parts done through unauthorised repairers without prior written consent from KK.

KK reserves the right to replace defective parts of the camper-trailer/caravan with parts and components of similar quality, grade, function and composition where an identical part or component is not available.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

### Obtaining Warranty Service

To obtain warranty service under this Limited Warranty, the owner must do all of the following:

1. Owner and dealer representative must complete the 'Record of Handover' in Owner's Manual within 10 days from delivery of the camper-trailer/caravan,
2. Complete and submit the Warranty Registration Form (link in Operating Manual),
3. Notify KK or one of its authorised, independent dealers of any claimed defect within the warranty period or 10 days thereafter,
4. Provide notification of a defect within 10 days of discovery of that defect, and
5. Promptly return the camper-trailer/caravan to an authorised KK dealer or KK for repairs.

If your camper-trailer/caravan develops a defect or is in an accident or collision, you must not attempt to repair it yourself. Doing so may cause damage which is not covered by this Limited Warranty. Only service agents authorised by KK should perform service or repairs on the camper-trailer/caravan. You should therefore contact the KK Service Department if any of these events occur.

If you believe a defect covered by this Limited Warranty still exists after an attempted repair by an authorised KK dealer, you must contact KK at the following address, specifying:

1. The last 4 digits of the VIN or complete serial number of the camper-trailer/caravan,
2. The date of original purchase and the date of original delivery,

3. The name of the selling dealer, and
4. The nature of the problem and the steps or service which have been performed.

### **Kimberley Kampers**

#### **Attention: Service & Warranty Manager**

20-24 Piper Drive

Ballina NSW 2478

Email: [service@kkhq.com.au](mailto:service@kkhq.com.au)

Phone: (02) 6686 7344

KK may direct you to an authorised KK dealer, or may request that you bring your camper-trailer/ caravan to the KK Headquarters in Ballina, NSW for repairs. KK does not control the scheduling of repairs at its authorised KK dealers, and repairs at the KK Headquarters may not be immediately available. Therefore, you may encounter delays in scheduling repairs and/or completion of repairs. All costs associated with transporting the camper-trailer/ caravan for any warranty service shall be the sole responsibility of the owner.

#### **Service scheduling of your camper-trailer/caravan**

You must ensure all maintenance and servicing required is performed within the instructed time period by an authorised KK repair agent, as per the service schedule outlined in the Operating Manual booklet provided.

Please be aware that KK and most other repair agents recommend booking 6 to 8 weeks in advance for KK servicing work.

To locate your nearest recommended repair centre please refer to the Contact page on the KK website.

#### **Events That Discharge Kimberley Kampers' Obligations Under This Limited Warranty**

Misuse or neglect, accidents, unauthorised alteration, failure to provide reasonable and necessary maintenance (see Owner's Manual), damage caused by off road use, collision, fire, theft, vandalism, explosions, excessive tyre pressures, overloading in excess of rated capacities, and use of the camper-trailer/caravan for commercial, business, or rental purposes shall discharge KK from any express or implied warranty obligation to repair any resulting defect.

**Legal remedies:** exclusive jurisdiction for deciding legal disputes relating to alleged breach of warranty or representations of any nature rests in the courts within the state of manufacture/supply, which is NSW. Also, this limited warranty shall be interpreted and construed in accordance with the laws of the state of

NSW. Any and all claims, controversies, and causes of action arising out of or relating to this limited warranty, whether sounding contract, tort or statute, shall be governed by the laws of the State of NSW, including its statute of limitations, without giving effect to any conflict of law rule that would result in the application of the laws of a different jurisdiction.

#### **Kimberley Kampers Limited Warranty Excludes**

##### ***Normal Wear***

Items such as curtains, upholstery, floor coverings, window, door, and vent seals will show wear or may even wear out within the 3-year warranty period, depending upon the amount of usage, weather, and atmospheric conditions.

##### ***Accident***

We strongly urge our dealers and customers to inspect the trailer upon receipt of delivery for any damage caused by accident while being delivered to the dealer, or while it is on the dealer's lot. Damage of this nature becomes the dealer or customer's responsibility upon acceptance of delivery, unless KK is notified and the person making the delivery verifies the damage. Glass breakage, whether obviously struck or mysterious, is always accidental and covered by most insurance policies.

##### ***Abuse***

Lack of customer care and/or improper maintenance will result in early failure for which KK cannot be held responsible. This includes wheel bearings that fail due to water ingress or lack of maintenance.

##### ***Chemical Gassing***

Chemical gassing is not a "Defect" in your camper-trailer/caravan and is not covered by the Limited Warranty.

##### ***Exposure***

Not unlike a car, the steel parts of a trailer can and will rust if subjected to prolonged exposure to moisture, salt air, or corrosive air-borne pollutants without repainting. Aluminium oxidizes when unprotected under similar conditions, and refinery chemicals of a sulphurous nature are harmful to finishes if not washed off periodically. Extremely hot or direct sunlight will deteriorate rubber and fade curtains and upholstery. Conditions of this nature, although they may be normal for the area, are beyond KK' control and become the responsibility of the owner.

It is the responsibility of the owner to take such preventative measures as are necessary to maintain the exterior caulking and sealer of your unit. It is the responsibility of the owner to use reasonable, prudent care to prevent foreseeable secondary damage from

## Kimberley Kampers Warranty

rain, plumbing leaks, and the natural accumulation of moisture in your unit, such as a delaminated floor; stained upholstery, carpeting, mould formation and growth, furniture damage, etc. Mould is a natural growth, given certain environmental conditions, and is not covered by the terms of the Limited Warranty.

### Overload

Damage due to loading, either beyond capacity or to cause improper towing because of improper balance, is beyond KK' responsibility. The KK camper-trailer/ caravan is engineered to properly handle the gross vehicle load rating on the certification label. Load distribution has a definite effect upon the towing characteristics and attitudes of the camper-trailer/ caravan. Level hitch installations are a necessity, and very important on a tandem axle caravan. There are limits to the amount of load that can be

safely transported, depending upon speed and road conditions, and reasonable cause to believe these factors have been exceeded could void the KK warranty. For additional information on the loading of your trailer, consult the Owner's Manual.

The stub axle is manufactured to a specific tolerance of camber and toe-in. These tolerances will only change if the trailer is subjected to abuse, such as dropping off a sharp berm, striking a curb, or hitting a deep hole in the road. Such damage could be considered as resulting from an accident, of which risks are not covered under the warranty. Abnormal tire wear and/or wheel alignment resulting from such damage is not covered under the terms of the warranty.

## Customer Service Policy

We pride ourselves in our customer service, from your enquiry all the way through until you finally sell the product. Specifically, we offer the following service level:

### Dealer delivery and inspection

- Your dealer will do a pre-delivery check of the product including removing protective film and packaging, cleaning and detailing the product and checking your order requirements with the delivered product.
- Your Dealer will do an additional electrical test and ensure that your vehicle connections are compliant and fully functional.
- The dealer will show you how to use and operate the product.
- Kimberley go to considerable cost to produce an operating manual to assist you. Please read the manuals thoroughly before using the product for the first time.
- The manual contains many recommendations as well as notes of caution, warnings & disclaimers.
- The dealer will electronically log the handover for warranty to begin. This is an important step and you should ensure you receive an email to you from Kimberley that handover has been completed and warranty has begun.
- The dealer will answer your questions and provide assistance wherever you are on your journey

### Shake down trip

- To build confidence in the operation of the product, a shake down trip is absolutely essential.

- It is called a shake down trip as it is the first time this hand made product is "bedded-in" for normal use. Parts and items move and there may be changes and adjustments necessary after this trip.
- Kimberley go to considerable effort to educate customers on use of the solar and the battery system. This is very practical experience to verify your understanding and the capabilities of the system during this trip.
- At the end of this trip, you will most likely visit your dealer again or call and talk through issues arising from this trip.
- Kimberley ask for feedback on the first use and the dealer handover.

### Getting to zero defects with a handbuilt product

- Kimberley's goal is zero defects. Unfortunately we can't get to this as the product leaves the factory.
- The base components of a Kimberley are robotic laser cut and assembled then welded and this is to a high degree of precision. The canvas, floor, wall and roof coverings are robotic cut and drilled.
- However, every Kimberley is hand built in final assembly. Hand built products have a higher defect rate than robotic built products like motor cars. This is because robots are far more accurate for repetitive applications than people. One simple example is that a robot can place a screw with the precise torque setting for each application every time. Other examples everyone can relate to is the final fit-out of a new home. This is also all done by hand.

- One way manufacturers classify the assembled quality level in products is to measure the number of reported faults as a percentage of the number of potential faulty outcomes. At Kimberley we use the number of components in a product for this base number.
- Inspection and testing at the factory reveals the majority of these issues, but not all. Kimberley's ex-factory goal is 0.25% defect rate. That is 2.5 defects per thousand parts.
- Once a product has been used for the first time and subsequent use, more faults can appear based on the number of parts in the unit. To get to zero defects requires multiple waves of review.
- After transport of the Product, this simple shake down will reveal some items that the dealer will resolve on inspection prior to handover. This is the second wave of inspection. We ask the Dealer to find as many of these final few defects as possible.
- After the shake down trip, more issues will be revealed that will most likely require inspection. This is because the way the product is used differs from person to person and this fact alone produces different outcomes. This is the third wave of inspection.
- Our experience is that with a thorough 3 waves, we can achieve zero defects (other than fair wear and tear)
- Kimberley select quality products which we include and support. Customers need to be aware that if the air-conditioner or microwave fail, the resultant quality reputation is not directly attributable to Kimberley. It is attributable to the supplier of that brand product.

### On the road and something doesn't go right

- If you have any difficulty on the road or when camping and you can't quite put your finger on what isn't right, call your dealer first for immediate assistance.
- If you have difficulty and can see it directly relates to a product problem, contact the factory: call or email us at the number below:  
**Email:** [service@kkhq.com.au](mailto:service@kkhq.com.au)  
**Phone:** (02) 6686 7344
- The greatest difficulty we have at the factory is receiving calls where we can't hear or understand the number to call back. We may not receive your caller ID. Email text is generally bullet proof.
- If you email, there is a risk that your email ends up in a spam folder, which we check, but it may take 3-4 days to clear this.
- Once communication by email is established, then this is the best communication .
- We receive hundreds of calls a day, primarily from customers, many with second hand units requiring assistance, as they may not have purchased through a dealer. These calls are seasonal but Monday mornings and Friday afternoons are usually quite busy.

Record your 4 digit chassis number here:

Your Dealer and the first point of contact: