



**OVERLANDER**

**R160 HORSEBOX  
WARRANTY TERMS  
& CONDITIONS**

## Overlander Vehicles Ltd – R160 Horsebox Warranty Terms & Conditions

For the purposes of this warranty document, the person who may be entitled to claim under the Overlander warranties is the person(s) who purchased the Horsebox (referred to as “you”/” your” or “the customer” below).

Your Horsebox has FOUR warranties:

### 1. **Peugeot Base Vehicle Warranty – provided by Peugeot**

- Peugeot provide a manufacturer's warranty for the base vehicle of your Horsebox. Peugeot’s base vehicle warranty is for 3 years from date of first registration or 100,000 miles (whichever is the first to expire).
- Peugeot’s base vehicle warranty is subject to the terms and conditions contained in the Peugeot handbook supplied with the vehicle, which includes a requirement that the base vehicle must be serviced in accordance with Peugeot’s requirements. For any issues with the Peugeot base vehicle warranty, please contact your local Peugeot dealer.
- Please note that the Overlander Conversion Warranty below does not cover the base vehicle of the Horsebox.

### 2. **Overlander Conversion Warranty**

#### a) **Scope of Warranty**

Subject to the terms, conditions and exclusions below, Overlander will at it’s own cost, through it’s dealer network:

- i. Repair or replace defective Horsebox parts or fittings for 36 months from the date of delivery of the Horsebox to you (excluding Peugeot base vehicle), and Adjustments (doors, locks, handles etc.) for the first 12 months from date of delivery.
- ii. The Overlander Conversion warranty will cover the costs of the basic repair work (namely, labour and materials) to fix the defect covered by this warranty, (subject to the conditions and exclusions, including customer contributions, listed below).
- iii. During the first 36 months, the Overlander Conversion Warranty will cover any defects (in the categories referred to above) other than those referred to in the Exclusions section (Exclusions - Overlander Conversion Warranty) below.

#### b) **Conditions and Limitations - Overlander Conversion Warranty**

- i. All warranty work must be carried out with prior approval by Overlander.
- ii. All parts and components which are replaced under the warranty shall become the property of Overlander. They will be retained by the repairers and (if required) returned to Overlander using approved procedures.
- iii. Should you travel to mainland Europe and encounter a defect covered by the warranty, Overlander will endeavour, through your supplying dealer, to assist in the most efficient manner possible however we cannot guarantee assistance in mainland Europe.
- iv. The warranty only covers parts that were part of the vehicles’ original specification (or replacement parts supplied under warranty).
- v. The General Warranty Conditions below also apply.

**c) Exclusions - Overlander Conversion Warranty**

- i. The warranty does not cover the Peugeot base vehicle of the Horsebox.
- ii. The General Warranty Exclusions below also apply.

**3. Overlander Body Integrity Warranty – provided by Schmitz Cargobull**

**a) Scope of warranty**

The Body Integrity Warranty covers any manufacturing defects or corrosion with the body panels that are supplied by Schmitz Cargobull.

**b) Exclusions - Overlander Body Integrity Warranty**

The Overlander Body Integrity Warranty does not cover any defects in the panels as a result of damage.

**4. Overlander Body Paint Warranty**

**a) Scope of warranty**

- i. The Overlander Body Paint Warranty covers the areas of the Horsebox that are painted with recommended PPG Paint Systems and in accordance with the Horsebox PPG Paint System Specification and paint application procedure.
- ii. The Overlander Body Paint Warranty is for a term of up to 5 years from the date of 1<sup>st</sup> registration of the Horsebox.
- iii. Where there is evidence of corrosion occurring from the underside of the paint film (usually seen as rust spots, flaking, or blistering), and it can be demonstrated that this is due to a failure of the Paint System then, if that failure can be attributed to a Paint Fault the Overlander Body Paint Warranty shall cover the following proportion of the rectification costs:
  - a) Failure of the Paint System in Year 1 Up to 100% of rectification cost
  - b) Failure of the Paint System in Year 2 Up to 100% of rectification cost
  - c) Failure of the Paint System in Year 3 Up to 75% of rectification cost
  - d) Failure of the Paint System in Year 4 Up to 50% of rectification cost
  - e) Failure of the Paint System in Year 5 Up to 50% of rectification cost
- iv. Where there is evidence that loss of adhesion of the paint film has occurred on the coated surface and it can be demonstrated that is due to a failure of the Paint System then, if that failure can be attributed to a Paint Fault the Overlander Body Paint Warranty shall cover the following proportion of the rectification costs:
  - a) Failure of the Paint System in Year 1 Up to 100% of rectification cost
  - b) Failure of the Paint System in Year 2 Up to 100% of rectification cost
  - c) Failure of the Paint System in Year 3 Up to 75% of rectification cost
  - d) Failure of the Paint System in Year 4 Up to 50% of rectification cost
  - e) Failure of the Paint System in Year 5 Up to 50% of rectification cost
- v. In the absence of corrosion or loss of adhesion, there is nevertheless evidence of a mechanical paint film failure (including blistering, cracking, flaking, delamination, excessive chalking, loss of gloss below 50% measured at 60 degree, colour fade to a material degree) and it can be demonstrated that this is due to a failure of the Paint System then and if that failure of the Paint System can be attributed to a Paint Fault and not due to damage caused to the Paint System by external forces and / or improper care by use of abrasive polishes, abrasive cleaning agents, faulty or poor performing automatic brush washing or heavy duty pressure washing,

normal tear and wear, the Overlander Body Paint Warranty shall cover the following proportion of the rectification costs:

- a) Failure of the Paint System in Year 1 Up to 100% of rectification cost
  - b) Failure of the Paint System in Year 2 Up to 100% of rectification cost
  - c) Failure of the Paint System in Year 3 Up to 75% of rectification cost
  - d) Failure of the Paint System in Year 4 Up to 50% of rectification cost
  - e) Failure of the Paint System in Year 5 Up to 50% of rectification cost
- vi. The rectification costs referred to above shall only include the costs of paint, sundry materials and direct labour costs in respect of each claim and will not in any circumstances cover any other costs or consequential losses such as (but not limited to) vehicle downtime, consequential loss of profit and the cost of securing alternative transport.

**b) Exclusions - Overlander Body Paint Warranty**

- i. Any unpainted areas will not be covered by the Overlander Body Paint Warranty.
- ii. Mechanical damage, however caused, e.g. untreated stone chip damage, accident damage, third party repair work, damage by chemical or atmospheric pollution, spillage or corrosive chemicals or solvents, the use of vehicle wash solutions with a pH value in excess of 9 or below 5, the incorrect use of pressure washes, brush washes or steam cleaners, a failure to remove contaminants, the use of abrasive detergents, abrasive waxes or abrasive polishes, as well as consequences of such damages and actions, are not covered by the Overlander Body Paint Warranty.
- iii. No liability is accepted for paint defects arising from defects present in the substrate e.g. cracking of GRP gel coats, corrosion emanating from inaccessible areas such as box sections or the underside of body panels, moisture penetration of permeable substrates.

**General Warranty Exclusions** (*apply to the Overlander Conversion Warranty, Body Integrity Warranty & Body Paint Warranty*)

The Overlander warranties will not cover any of the following:

- Damage to the Horsebox or its components caused by fire, theft or attempted theft, impact, any road traffic accident, accidental damage, lack of lubrication or fluids, damage caused in recovery or failure of mountings and fixings of any description.
- Damage to the Horsebox or its components caused by misuse, incorrect fitting or any deliberate or negligent action or omission by you or other persons.
- Adjustments (doors, locks, handles etc.) after 12 months.
- Damage which is covered by another warranty or guarantee.
- Any costs incurred in excess of, or outside the scope of cover in the Overlander warranty; it is your responsibility to meet any repairer charges in excess of, or rejected as not being covered under warranty.
- Any costs arising from depreciation in the value of the Horsebox.
- The repair costs or replacement costs of components where the repair, replacement, loss, damage or liability is covered under a more specific warranty (for example, where a claim can be made directly against the manufacturer of a defective component).

- Damage which is caused by any modification made to the Horsebox which is not part of the manufacturer's specification.
- The failure of any part due to fair wear and tear.
- Damage resulting from freezing, fire, over-heating or accidents (whether caused by you or other persons).
- Normal deterioration, corrosion, intrusion of foreign or harmful bodies, lack of servicing or negligence of any person which causes stoppage of or impairment to the function of any component of the Horsebox.
- Replacement of parts which have reached the end of their effective working life because of age and/or usage.
- Cleaning or adjustment of any assemblies.
- Cosmetic finishes to metal work, nylon, plastic or GRP.
- **Vehicle recovery.** The Overlander warranties will not cover the costs of transporting, towing or moving the Horsebox to or from the place of repair. Any such costs (whatever the method used) will be your responsibility.
- **Incorrect Fitting** – The Overlander warranties will not cover water ingress through a component that has been incorrectly fitted.
- **Non-Production parts** – The Overlander warranties will not cover any component or part which was not fitted at the time of production and originally supplied with the Horsebox (except replacement parts supplied under the Overlander warranty).
- **Associated costs & Business & consequential losses excluded.** Overlander's liability under the Overlander warranties is limited to reimbursing the reasonable costs of labour and materials for repair/replacement covered under the warranty concerned (as described above). We will not be responsible under Overlander's warranties for any associated costs or expenses which you may incur relating to the problems you have experienced, including (without limitation) replacement vehicle hire or travel costs, hotel or other accommodation expenses, or subsistence costs (such as meals). We will also not pay you compensation for 'loss of use'. If you use the Horsebox for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**General Warranty Conditions** (*apply to the Overlander Conversion Warranty, Body Integrity Warranty & Body Paint Warranty*)

You must comply with the following conditions to have the full protection from the Overlander warranties described above. If you do not, this may (depending upon the circumstances) result in invalidation of warranty cover altogether, or the amount of your claim being reduced.

- **Maintenance & servicing.** It is your responsibility to ensure that your Horsebox is maintained in a legal and roadworthy condition at all times following the manufacturers' recommended service schedule, (i.e. Peugeot for chassis and driveline components, and Overlander's recommendations for body components, fixtures and fittings).

- **Carry out repairs promptly.** If any repairs are identified as being necessary to the body, Overlander require that work covered under a Overlander warranty must be performed by an authorized Overlander Service Centre.
- **Driving after an incident.** You must not continue to drive the Horsebox after any damage or incident has occurred if this could cause further damage to your Horsebox.
- **Neglect, misuse, modification or total loss claim.** Overlander warranties will not apply if the Horsebox has been neglected, misused or subject to unauthorized modification, or if the identification marks (chassis/VIN numbers) have been removed or defaced, or if it has been part of an insurance claim which resulted in a total loss.
- **Fraudulent claims.** If you, or anyone acting on your behalf or with your knowledge or consent has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents relating to a Overlander warranty claim, then all Overlander warranties for the Horsebox will automatically be cancelled. We will in these circumstances also act to recover any previously paid claims and any other loss or damage incurred by us.
- **Transfer of warranty** – If you sell your Horsebox, the Overlander warranties may be transferred to a new owner, provided reasonable proof/details of the change of ownership (such as a copy of the Horseboxes V5 with new owner(s) details) is supplied to Overlander at the time of a claim.
- **Limits of cover.** Our total liability under all Overlander warranties in respect of a Horsebox shall not in any circumstances exceed the original purchase price of the Horsebox concerned.
- **No variations.** None of our employees, dealers, service partners, contractors or agents has the authority to vary, modify or amend any of the terms and conditions of the Overlander warranties.
- **Which laws apply.** Overlander warranties are governed by Northern Irish Law and you can bring legal proceedings in respect of the products in the Northern Ireland courts.
- **Warranty Provider.** The name and address of the warranty provider is: Overlander Vehicles Limited, The Manorway, Stanford-Le-Hope, Essex, SS17 9LE.
- **Obtaining Warranty Service.** To make a claim under a Overlander warranty, please contact the Overlander dealer which supplied your Horsebox.

You have legal rights under UK law governing the sale of consumer goods. These warranties do not affect your legal rights.