



OVERLANDER

R240

2-STALL HORSEBOX

**WARRANTY TERMS
& CONDITIONS**

Overlander Vehicles Ltd – R240 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

- i. Peugeot provide a manufacturer's warranty for the base vehicle of your Horsebox. Peugeot’s base vehicle warranty is for 36 months from date of first registration or 100,000 miles (whichever is the first to expire).
- ii. Peugeot’s base vehicle warranty is subject to the terms and conditions contained in the Peugeot handbook, 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.
- iii. 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 its own cost, through its dealer/agent network:

- i. Repair or replace defective Horsebox parts or fittings for 36 months from the date of 1st registration of the Horsebox (excluding Peugeot base vehicle), and Adjustments (doors, locks, handles etc.) for the first 12 months.
- 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

- i. Should your Horsebox covered by this Warranty show evidence of a failure Overlander must be notified in writing within one (1) month of discovery of the alleged failure and you must supply all photographs and/or videos of the failure and any other information requested by Overlander.
- ii. All warranty work must be carried out with prior approval by Overlander.
- iii. 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.

- iv. 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 do not guarantee assistance or cover in mainland Europe.
- v. The warranty only covers parts that were part of the vehicles' original specification (or replacement parts supplied under warranty).
- vi. The General Warranty Conditions below also apply.

c) Exclusions

- 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

a) Scope of Warranty

- i. The Body Integrity Warranty covers any manufacturing defects with the body panels for 12months from the date of 1st registration of the Horsebox.

b) Conditions and Limitations

- i. Should your Horsebox covered by this Warranty show evidence of a failure Overlander must be notified in writing within one (1) month of discovery of the alleged failure and you must supply all photographs and/or videos of the failure and any other information requested by Overlander.
- ii. All warranty work must be carried out with prior approval by Overlander.
- iii. 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.
- iv. 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 do not guarantee assistance or cover in mainland Europe.
- v. The warranty only covers parts that were part of the vehicles' original specification (or replacement parts supplied under warranty).
- vi. The General Warranty Conditions below also apply.

c) Exclusions

- i. The Overlander Body Integrity Warranty does not cover any defects in the panels as a result of damage or misuse.
- ii. The warranty does not cover the Peugeot base vehicle of the Horsebox.

- iii. The General Warranty Exclusions below also apply.

4. Body Paint Warranty – provided by BASF plc

a) Scope of Warranty

- i. BASF plc provide a Body Paint Warranty which covers the areas of the Horsebox that are painted with BASF Paint Systems and in accordance with the Horsebox Paint System Specification and paint process procedure.
- ii. This Warranty covers a period of six (6) years commencing on the date of completion of the original finished spray as stated on the Vehicle Completion Form.
- iii. This Warranty only covers areas on the Horsebox vehicle painted using the Products and is limited to paint failures which can be directly attributed to a fault in the BASF paint specification or a fault in the BASF paint system itself.
- iv. This Warranty covers the direct costs of labour, paint and materials necessary to repair the defect.
- v. This Warranty covers the following paint failures:
 - a) Cracking and checking (due to failure of the paint product)
 - b) Excessive loss of gloss caused by hazing, chalking or fading
 - c) Loss of adhesion
 - d) Corrosion occurring from the underside of the paint film
 - e) Colour fade to a material degree

b) Conditions and Limitations

Any defects caused by the following are excluded from this warranty:

- i. Paint deterioration caused by defects present in the substrate for example, cracking of GRP gel coats, corrosion emanating from inaccessible areas such as box sections or the underside of body panels, or moisture penetration of permeable substrates.
- ii. Paint deterioration caused by abuse, scratches, chips caused through impact, gloss reduction, accidents, acid rain, chemical fallout, the use of vehicle wash solutions with a pH value in excess of 9 or below 5, or acts of nature.
- iii. Repairs done over previously refinished areas unless stripped to the bare metal or appropriate substrate.
- iv. Failure due to improper care including the use of abrasive detergents, waxes or polishes, failure to remove contaminants, improper cleaning including the incorrect use of pressure washes, brush washes or steam cleaners.
- v. Bird and insect excretion.
- vi. This Warranty excludes the cost of removal and refitting of glass, the cost of vehicle hire, any additional parts damaged during or as a result of rectification, collection and delivery of the vehicle, miscellaneous transport or travel costs, incremental loss of earnings or any other consequential or indirect loss other than under the terms of this Warranty.
- vii. Any unpainted areas will not be covered by this Warranty.

c) **Eligibility**

- i. Any repairs under this Warranty must be carried out by a paint shop approved by (“Approved Repairer”) and the Approved Repairer must show complete product & process traceability for any repair, in accordance with the appropriate BASF Technical Data Sheets.
- ii. Should your Horsebox covered by this Warranty show evidence of a paint failure Overlander must be notified in writing within one (1) month of discovery of the alleged failure.
- iii. Overlander personnel must first approve repairs covered by this Warranty before an authorization to begin repairs will be issued. No claim will be authorized without the approval from Overlander & BASF.
- iv. Vehicles must be made available to an Approved Repairer for inspection within one (1) week after the defect has been reported to Overlander. Following the inspection, BASF personnel will complete a detailed vehicle inspection report for the Authorised Repairer.
- v. Use of any non-approved products, techniques or systems used in the carrying out of any paint, repair or refinish work, or any such work carried out by a paint shop not certified by Overlander Vehicles , shall invalidate this Warranty.

General Warranty Exclusions

- a) For the avoidance of doubt the General Warranty Exclusions apply to the Overlander Conversion Warranty, Body Integrity Warranty & Body Paint Warranty.
- b) The Overlander warranties will not cover any of the following:
 - i. 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.
 - ii. Damage to the Horsebox or its components caused by misuse, incorrect fitting, excessive force or any deliberate or negligent action or omission by you or other persons.
 - iii. Adjustments (doors, locks, handles etc.) after 12 months.
 - iv. Damage which is covered by another warranty or guarantee.
 - v. 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.
 - vi. Any costs arising from depreciation in the value of the Horsebox.
 - vii. 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).
 - viii. Damage which is caused by any modification made to the Horsebox which is not part of the manufacturer’s specification.

- ix. The failure of any part due to fair wear and tear.
- x. Damage resulting from freezing, fire, over-heating or accidents (whether caused by you or other persons).
- xi. 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.
- xii. Replacement of parts which have reached the end of their effective working life because of age and/or usage.
- xiii. Cleaning or adjustment of any assemblies.
- xiv. Cosmetic finishes to metal work, rubber, nylon, plastic or GRP.
- xv. **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.
- xvi. **Courtesy Vehicle:** Overlander are not obligated to provide a courtesy vehicle or Horsebox for the period of time when warranty work may be taking place or for any cost of vehicle hire, any additional parts damaged during or as a result of rectification, miscellaneous transport or travel costs, incremental loss of earnings or any other consequential or indirect loss.
- xvii. **Incorrect Fitting** – The Overlander warranties will not cover water ingress through a component that has been incorrectly fitted.
- xviii. **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).
- xix. **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

- a) For the avoidance of doubt the General Warranty Exclusions apply to the Overlander Conversion Warranty, Body Integrity Warranty & Body Paint Warranty.
- b) 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.

- i. **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).
- ii. **Carry out repairs promptly.** If any repairs are identified as being necessary to the body, Overlander require to be notified within 1 month of the failure and work covered under a Overlander warranty must be performed by an authorized Overlander Service Centre.
- iii. **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.
- iv. **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 /Engine numbers) have been removed or defaced, or if it has been part of an insurance claim which resulted in a total loss.
- v. **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.
- vi. **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.
- vii. **Limits of cover.** Overlanders liability under all of the Overlander warranties (*Overlander Conversion Warranty, Body Integrity Warranty & Body Paint Warranty*) in respect of a Horsebox shall not in any circumstances exceed £20,000.
- viii. **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.
- ix. **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.
- x. **Obtaining Warranty Service.** To make a claim under a Overlander warranty policy, please contact the Overlander dealer which supplied your Horsebox or contact Overlander directly.

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