

PERMASEAL brand gaskets, produced and/or supplied by AA Gaskets Pty Ltd or NZ Gaskets Ltd, are guaranteed for a period of 36 months or 100,000 kilometres (hereinafter called the warranty period), whichever occurs first, to be free of defective materials and workmanship.

Reimbursement of costs incurred through the use of any PERMASEAL gasket proven to be defective shall be made by AA Gaskets Pty Ltd in Australia or NZ Gaskets Ltd in New Zealand, in accordance with the terms stated and the conditions listed.

Definitions

PERMASEAL brand is any gasket either bearing the name PERMASEAL, or purchased as part of a set bearing the name PERMASEAL and marketed by AA Gaskets Pty Ltd or NZ Gaskets Ltd.

O.E. stands for Original Equipment and means componentry fitted in or to the vehicle during assembly by either the engine manufacturer or the original vehicle assembler/manufacturer.

O.E.M. stands for Original Equipment Manufacturer and means the Company which originally produced the engine/vehicle.

GASKETS shall mean any gasket or seal designed to prevent the unintended escape of engine gases, oils, or coolants/water from the vehicle.

Terms of Warranty

In the event that any PERMASEAL gasket, or component of a PERMASEAL gasket set, produced and/or supplied by AA Gaskets Pty Ltd or NZ Gaskets Ltd, is found to be defective in either workmanship or materials during the warranty period as hereinbefore provided, such gasket or gasket set shall be replaced by AA Gaskets Pty Ltd or NZ Gaskets Ltd, free of charge.

In the event that a defective PERMASEAL brand gasket is unknowingly fitted to a vehicle, and that such defect could not be reasonably have been expected to have been detected by the fitter of such gasket prior to fitting, and where the fitting of such defective gasket directly leads to damage, AA Gaskets Pty Ltd or NZ Gaskets Ltd, shall also pay the reasonable wholesale cost of replacement parts, plus labour costs based on prevailing warranty job hours as set out from time to time by the **Motor Trades Association of Australia**, provided always that the owner and/or driver of the vehicle has exercised due diligence to restrict any damage to that caused solely by the event of gasket failure. AA Gaskets Pty Ltd or NZ Gaskets Ltd shall not be liable for any loss, damage or injury of any kind whatsoever in any manner arising from or in connection any defect in material design or workmanship of or any other defect.

In the event that a claimant, under the terms of this warranty, disputes a decision made in relation to such warranty claim, the claimant may, at their own cost, appeal the decision to a mutually agreed independent and qualified third party. In such cases, if the independent expert finds in favour of the claimant, AA Gaskets Pty Ltd or NZ Gaskets Ltd, will meet the costs of rectifying the damage (as specified above), and will reimburse the claimant the reasonable costs of commissioning the independent expert.

In all cases, the owner and/or claimant shall have a duty and obligation to minimise any consequential engine damage by ceasing to operate the vehicle carrying the PERMASEAL gasket suspected of being faulty, immediately any adverse operating conditions, which could be attributed to engine malfunction, become noticeable. Failure to meet this obligation may limit the extent to which any claim for consequential engine damage may be met.

Conditions

The terms of this warranty are always conditional upon:

The gasket fitter complying with all O.E.M. specifications and requirements.

Torque to yield head bolts being replaced by NEW torque to yield head bolts where such head bolts are O.E. equipment for the engine to which a PERMASEAL head gasket is fitted.

Correct lubricants, coolant mixtures and water levels are incorporated and maintained in the engine fitted with PERMASEAL gaskets.

All surfaces in which PERMASEAL gaskets are in contact are adequately and properly machined and clean at the time of fitting PERMASEAL gaskets.