

## Automatic Transmission Limited Warranty Package Registration Form (New / Used Car)

Owner's / Customer Details		
Company /Customer Name		
NRIC / ID Number		
Address		
Contact Details	Office / HP :	Email :

Vehicle Details			
Make / Model		Year	
Registration Number		Reg. Date	
Chassis Number		Auto-Trans S/N	

For official Used			
Commencement Date			
Expiry Date			
Warranty Premium			
Policy Number		Mileage (km)	

General Condition of Auto-Trans Assessed and Opinion of Assessor :

Pass  Fail

Comment(s) : \_\_\_\_\_

\_\_\_\_\_

Premium Warranty approved by

Company Name : \_\_\_\_\_

Authorised Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Customers Name : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

- Note :
1. This warranty scheme does not apply to Luxury and Exclusive super cars e.g. M3, M5, R8, Alfa Romeo, Bentley, Ferrari, Maserati, and Lamborghini.
  2. This warranty agreement shall be considered as void if the original invoice is not paid or acknowledged receipt by the authorized distributors.
  3. Customer's particular obtained are solely for the purposes of providing Auto-Transmission warranty services.

\* Tick (v) and Delete (-) as appropriate.

**Annex A****Terms and Conditions of Limited Automatic Transmission Warranty Agreement****1. Definitions**

- 1.1 "KATC or company" refers to KATC Autotrans Pte Ltd
- 1.2 "Customer" means the other party of the warranty agreement; the person who had requested KATC to performance warranty services on the vehicle.
- 1.3 "Warranty" means KATC's liability and/or obligation to render limited services (as per Appendix A) during the period of this warranty agreement as agreed between parties and in accordance with the terms and conditions contained in this warranty agreement.

**2. Exclusion And Limitation of Liability**

- 2.1 This warranty agreement is made between KATC and the customer only.
- 2.2 The Company shall not be liable, whether under contract, tort or otherwise, to the Customer for:  
any damage to the Vehicle while the Vehicle is in the custody, care or control of the Company unless it is due to the negligence of the Company and its employees. and / or loss of profit, indirect, special or consequential loss of the Customer, unless the Customer can show that he has suffered that loss and the courts concur with the Customer's stand on the matter, arising out of or in connection with any partial performance, delay in performance or non-performance of the Company's obligations under these Conditions or caused by factors beyond the reasonable control of the Company (except in respect of death or personal injury resulting from negligence). Without limiting the generality of the foregoing, these factors shall be deemed as factors beyond the reasonable control of the Company. Acts of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, subsidiary legislation, restrictions, regulations, by-laws, prohibitions, or measures of any kind on the part of governmental, parliamentary, or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party); difficulties in obtaining raw materials, labour, fuel, parts, or machinery; and power failure or breakdown in machinery.
- 2.3 The Company shall repair or replace the said material or provide a refund where repair and/or replacement is not possible, such replacement or refund shall be at the sole and complete discretion of the Company, and shall be without prejudice to any rights which the Company may have against the Customer and/or any third party and shall not, by itself, amount to any admission of liability on the part of the Company. **Limits under repair and/or replacement up to Ten Thousand Singapore dollars (\$10,000.00).**
- 2.4 The Company shall not be liable for all material defects supplied during this warranty period, if:  
the Vehicle was engaged in racing, pace-making, reliability trial, speed testing, or drawing any trailer;  
the defect is not inherent when the material is supplied; the Vehicle was being driven with the general consent of the Customer by a person who to the knowledge of the Customer does not hold a valid license to drive such Vehicle
- 2.5 The Company shall not be liable, whether under tort or contract or otherwise, for any damage or consequential loss sustained if the Customer supplies his own parts and materials for the Services carried out, except where the damage was caused by the negligence of the Company and resulted in death or personal injury. The warranty period shall also not apply if the Customer supplies his own parts or materials for the Services.
- 2.6 Any liability of the Company for any damage caused to the Vehicle and / or the Customer shall not, in any case, exceeds the loss suffered by the consumer.  
The Company may, at its option, rectify all damage to the Vehicle that arises while the Vehicle is in the custody, care and control of the Company, or pay the fair cash value (market value) for such damage caused in the period of its custody, care or control. Such rectification or payment shall be at the sole discretion of the Company, shall be without prejudice to any rights which the Company may have against the Customer and / or any third party and shall not, by itself, amount to any of liability on the part of the Company.
- 2.8 The Company shall provide use of courtesy car, at its option, for a vehicle with automatic transmission, capacity up to 1600cc, if the repair and/or replacement of parts is estimated to exceed 10 working days.
- 2.9 This warranty agreement would only subsist and would be valid if the customer of the vehicle remained as the registered owner in the records of the Land Transport Authority (LTA) during the entire period of warranty.
- 2.10 This warranty agreed is transferable and an administrative fee of fifty Singapore dollars (\$50.00) is chargeable by KATC for the transfer.
- 2.11 During the period of warranty, the vehicle shall be serviced in accordance with the maintenance intervals (as per the service schedule in Appendix A). The customer shall pay for the maintenance services and repairs include the replacement of automatic transmission fluid.
- 2.12 This warranty shall not cover loss of personal belongings of the customer left in the vehicle during breakdown, repairs or services.
- 2.13 The customer shall within twenty-four (24) hours from the time of accident inform KATC or its authorized employee(s) of such accident.
- 2.14 The warranty shall expire when the vehicle reaches the warranty expiry date.
- 2.15 KATC shall not in any way be liable under this warranty for the following:
  - Any damage or malfunction of the vehicle caused by water ingress or water seepages from any parts of the vehicle.
  - Any damage or bodily injury or death caused or suffered by the customer or any third parties whilst driving or occupying or arising from the use of the vehicle.
  - Any damage of parts due to manufacturers' design or flaws as evidence by their recall or factory bulletins.
  - This warranty agreement only covers the vehicle whilst it travelling on any roads in Singapore.
  - **Defective drive shaft, CV joints, undercarriage suspensions, engine mountings, transmission mountings, air-con system, rubber bush and radiator etc.**
  - Broken transmission cases or housings.
  - Electrical and wiring problems, except the system that control the automatic transmission.
  - Failure to use correct transmission fluid or additives in the fluid not recommended by manufacturer.
  - Replacement of the automatic transmission fluid.
  - Any losses insured under a motor insurance or accidental damage or all-risk policy.

**3. Miscellaneous**

- 3.1 The Company may carry out its obligations under these Conditions through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.
- 3.2 Except as provided in clause 3.1, these Conditions are personal to the parties, and neither of them may, without the written consent of the other, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations under this agreement.
- 3.3 Nothing in these Conditions shall create, or be deemed to create, a partnership between the parties.
- 3.4 If these Conditions shall in whole or in part be held to be illegal or unenforceable, that term or Condition or the relevant part thereof shall to that extend be deemed not to form part of these Conditions and the enforceability of the remainder of the Conditions shall not be affected.
- 3.5 No failure or delay by the Company and/or the Consumer in exercising any of its rights under these Conditions shall be deemed a waiver of that right, and no waiver by the Company and /or the Consumer of any breach shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 3.6 Unless otherwise agreed in writing between the parties, these Conditions (including any documents attached hereto) shall constitute the entire agreement between the parties, supersedes any previous discussions, negotiations, agreements or understanding and may not be varied except an instrument in writing duly signed by the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by the law.
- 3.7 Any person who is not a party to these Conditions shall not have any right or benefit to enforce any provision of these Conditions pursuant to the Contracts (Rights of Third Parties) Act 2001.
- 3.8 These Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore. In relation to any legal action or proceedings arising out of or in connection with these Conditions, the Company hereby irrevocably submits to the jurisdiction of the CASE Mediation Centre and if there is no settlement to the jurisdiction of the courts of the Republic of Singapore, in particular the Small Claims Tribunal.
- 3.9 Each party must at all times keep private and confidential data and information it may acquire in relation to the other party including in relation to the other party's operations, business affairs of the other party including complying with the provisions of Personal Data Protection Act of Singapore.

**GearLife Centre**

320 Ubi Road 3 Level 2 Singapore 408649

Tel : (65) 6747 8159 Fax : (65) 6747 8960

**Appendix A****Parts covered under warranty:****Automatic Transmission**

Gears and shafts	Transmission Bearings
Brake bands	Transmission Bushes
Clutches	Oil pump
Governors	Torque converter
Servos	Mechatronic Valve Body
Vacuum modulator valve	Shift Linkage, Cables
Inhibitor switch	Safety neutral Switch
Transmission Control Unit	Harness
External Switches & Solenoids	Variable pulleys
Electronic Transmission Sensor	Steel Belt
Speed Sensor	Seals and gaskets on all covered parts