GUARANTEE
ISSUED BY MEMBERS OF THE VEHICLE BUILDERS & REPAIRERS ASSOCIATION: APPLICABLE TO ALL BODIES BUILT

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Guarantee

1. The **bodybuilder** hereby guarantees:—
   a) the body and fittings against any defects arising out of faulty materials or workmanship for a period of twelve months from the date of delivery;
   b) that mounting procedures comply with the chassis manufacturer's specifications;
   c) that welding has been performed by experienced welders;
   d) that paint has been applied in accordance with the paint manufacturer's specifications;
   e) that the body has been built to standards currently laid down by the Construction and Use Regulations and other legislation;
   f) that on completion the body was subject to quality control testing and road testing as set out on the attached certificate.

Exclusions

2. The guarantee in Section 1 above does not cover:—
   a) items specified (if any) on the attached schedule, where the length of the guarantee is stated;
   b) normal wear and tear, corrosion, neglect or damage as a result of an accident, competitions, rallies, racing or record attempts;
   c) improper use, ie where the body has not been used and maintained as recommended by the chassis manufacturer and bodybuilder;
   d) the body being used for a purpose other than that specified by the purchaser before the body was built;
   e) defects occurring after the purchaser has allowed another party (unless authorised by the bodybuilder) to repair, adjust, alter, modify or otherwise work on the body;
   f) defects which are aggravated as a result of continued use after such defects ought to have been reported;
   g) defects occuring as a result of a design fault where the specification was given by the purchaser.

Limitation

3. The limit of liability in respect of all claims under this guarantee (inclusive of VAT) is the cost of the body when new.

Reporting Defects

4. Any claims under this guarantee must be made to the bodybuilder within seven days from the date in which the defect should have become apparent. The defective body must be returned at the purchaser's expense unless otherwise agreed between the parties.

Complaints

5. Any complaints will be investigated and if no satisfactory conclusion is reached by discussion between the purchaser and the bodybuilder then complaints can be referred to the Vehicle Builders & Repairers Association.
   In the event of it being proved that a bodybuilder has not complied with this guarantee or with a report produced by an independent engineer then termination of the bodybuilder's membership of the Vehicle Builders & Repairers Association may occur.

Sub-Contracting

6. All sub-contracted work is covered by this guarantee unless otherwise specified on the attached schedule.

General

7. The body is insured whilst on the bodybuilder's premises.
8. Accurate documentation will be kept by the bodybuilder for six years from the date of delivery.