

# NEW PRODUCTS WARRANTY

Howard Australia Pty Ltd

ABN 96 002 960 778



## GENERAL WARRANTY PROVISIONS

1. Howard products are warranted against defects in design, material and workmanship.
2. The warranty is only available to the original purchaser.
3. During the warranty period Howard will repair or, at its option, replace at no charge the Howard product or any components thereof that prove to be defective.
4. Dealer labour rates claimable under warranty are for the repair time during normal business hours only. Any service call premiums, overtime, travel time or costs of transport of the equipment to the dealer's workshop are the owner's responsibility.
5. Components that have failed under warranty must be returned for assessment to Howard via the dealer from whom they were purchased and the transportation charges prepaid.
6. Howard reserves the right to amend product design and specifications without any obligation to retrospectively install such amendments.

## WARRANTY PERIOD

The warranty period commences on the date of delivery of the product to the owner and continues for a period of twelve months thereafter, with the following exceptions.

1. EHD Rotaslasher gearboxes and Procut, Stealth & Pegasus mower spindles have warranty periods extended to two years.
2. Rotavator transmissions have warranty periods extended to two years under the following two conditions:
  - ◆ Scheduled servicing of the product is performed (and recorded on Form No. 1149) by an approved mechanic and
  - ◆ An Extended Warranty Registration Certificate (Form No. 1149) documenting servicing, is completed and received by Howard Australia within 4 weeks of the nominal 12 months warranty period expiring.

## WHAT IS NOT WARRANTED

1. Second-hand equipment.
2. Any machine or component which has been modified in ways not approved by Howard. Note that this includes fitting of non-genuine Howard replacement parts.
3. Normal wear and tear. Failures in wearing parts or those parts that can be expected to deteriorate over time are warranted on a pro-rata basis taking into consideration wear and/or age at time of failure.
4. Any damage as a result of:
  - ◆ Failure to follow operating procedures and instructions as set out in the Operating Instructions.
  - ◆ The use of unsuitable lubricants or failure to comply with the lubrication schedule.
  - ◆ Accident, abuse, misuse or misapplication.
  - ◆ Failure to service or repair the product as necessary and in line with accepted maintenance practices.
  - ◆ Servicing or repair of the product or a component thereof by other than authorised or approved service personnel.

## NO IMPLIED WARRANTY

Except as expressly stated in this warranty and as provided by any applicable legislation, all other warranties, conditions and liabilities are excluded and negated.

## LIMITATION OF LIABILITY

Howard shall not be liable for and the purchaser shall indemnify and hold Howard harmless against any claim by, or loss or damage to, any person or property directly or indirectly occasioned by or arising from the use or operation or possession of the product or of any components thereof or other goods made available to the purchaser or from negligence, recklessness or wilful default or misuse by or on the part of the purchaser or any person or persons other than Howard personnel. This indemnity shall extend to any costs and expenses incurred by Howard or others and shall continue in force notwithstanding the termination of this warranty.

## DEALER'S RESPONSIBILITIES

1. The Howard dealer must arrange for the Howard product to be commissioned by a competent person familiar with the product, its operation and maintenance.
2. This person must instruct the purchaser in the operation of the product under actual working conditions and advise the purchaser on its: safe use, care, maintenance and lubrication.
3. Ensure that the Commissioning Checklist & Warranty Registration Certificate is completed and a copy is returned to Howard Australia.

## OWNER'S RESPONSIBILITIES

1. Ensure that the machine is fully commissioned and sign a Commissioning Checklist & Warranty Registration Certificate to indicate this.
2. Read, understand and comply with the Operating Instructions.
3. Ensure only appropriately trained personnel operate, maintain and service the machine in accordance with the Operating Instructions.
4. Ensure all safety labels are legible and safety guards are correctly fitted.

## ACTION REQUIRED TO CLAIM WARRANTY

1. Report the defect to a Howard dealer, requesting repair, and make the product available for the required repair work.
2. Request the dealer to submit a warranty consideration form to Howard for costs of repairing the defect.

## APPROVAL OR MODIFICATION OF WARRANTY

Warranty approval can only come from Howard; the dealer has no authority to make any promise or admission of warranty on behalf of Howard or to modify the warranty in any way. The dealer is not an agent of Howard.