

# WARRANTY POLICIES AND TERMS FOR FARESIN EQUIPMENT

## THE FARESIN WARRANTY

This OEM Warranty is provided by CHESTERFIELD AUSTRALIA (ABN: 42 001 654 762) to the original purchaser of brand new units sold in and operated within Australia and New Zealand via FARESIN AUSTRALIA's authorised Dealer Network.

## WARRANTY PERIOD

The period of this Warranty will commence on the date of the purchase by the Customer and will continue for the applicable Warranty Periods specified in the Schedule.

## RECEIVING THE MACHINE

Check that the machine corresponds with what is listed on the transport document. In the case of missing components immediately contact your dealer.

## COMMISSIONING AND TESTING THE NEW MACHINE

The Dealer or the agent and the client must check the condition of the machine and, at the time of receiving the machine, a Machine Acceptance Form must be filled in and sent to FARESIN Australia in order to validate the warranty state date.

The Machine Acceptance Form must be filled in with the following information:

- Full name and address (including post code), client telephone number and e-mail address, with stamp and signature of the Dealer or agent.
- Type of machine, serial number and date of commissioning.

A copy of the Machine Acceptance Form must be kept by the Dealer or agent. It is important that any faults verified at start-up are solved during the inspection of the machine.

## CONDITIONS, OBLIGATIONS, WARRANTY EXCLUSIONS

The client is obliged to follow indications provided by the manufacturer relating to maintenance, particularly that referring to periodic maintenance and inspections. Service records may be requested as part of any warranty claim submission.

Not adhering to these conditions, may invalidate the warranty.

## WARRANTY CONDITIONS

The Warranty does not include items which can be listed as fair wear and tear, troubleshooting and damage caused by improper use or irregular maintenance with particular reference to overloading or modifications to the features of the product.

Furthermore all repairs and maintenance should be duly recorded including operated hours where applicable at date of repair.

To verify machine use and to justify maintenance as the need arises, the hour meter (where applicable) must be kept in good working condition.

In case of contrary operations to that which is stated in the user and maintenance manual, warranty interventions may not be taken into consideration.

The warranty is immediately invalidated, if the faults verified are caused by one of the following reasons:

- If non original Faresin Industries spare parts are used;
- The use of components or products differ to those recommended by the manufacturer;
- If the name, serial numbers or Faresin Industries identification marks are cancelled or altered;
- If the time taken to report a manufacturing problem exceeds the set warranty period;
- Continuing to use the machine knowing a problem exists;
- For damage caused by modifications to the machine that are not included in the specifications of Faresin Industries;
- If lubricants, hydraulic oils or fuel used do not correspond to those indicated by Faresin Industries;
- If incorrect repair is carried out
- If incorrect machine operation by the client is evident
- If an accident has been caused by third parties.

All warranty requests that exceed the warranty terms and conditions, will be at the discretion of the National Product Support Manager.

## ATTACHMENTS

OEM warranty shall only apply to Genuine Faresin attachments purchased from your Authorised Faresin Dealer. OEM warranty will not apply to any damages and/or machine failure due to use of non-genuine attachments.

The manufacturer/ Distributor cannot be held responsible for any accidents or damage caused by improper use of the machine and warranty is immediately invalidated. The user/ owner are solely responsible towards the competent machine operation applicable to current State or Territory regulations and safe work practices.

The operator must be able to read and understand what is described in the manual especially:

- The function of the safety devices provided with the machine;
- The location and the function of all controls and instruments;
- The rules for using the machine correctly;
- The user limits of the machine;

## WARRANTY COVERAGE

Under the terms of this Warranty, FARESIN AUSTRALIA may, at its option, repair or replace any part or component that fails within the Warranty period.

If a defect in material or workmanship is found in the Goods during the Warranty Period then the defect will be repaired by an Authorised Dealer of FARESIN AUSTRALIA.

If Parts are needed during the repair of the Goods:

- (a) FARESIN AUSTRALIA will, at its option, repair or replace using new or remanufactured Parts; and
- (b) The warranty coverage for those Parts will be either the period remaining of the Warranty Period applicable to the Goods or 3 months from the replacement date of the Part, whichever is greater.

## CLAIMING UNDER THE WARRANTY

Any claim under this Warranty in respect of a defect in material or workmanship must be made by the Customer to an Authorised FARESIN Dealer promptly; as soon as the Customer becomes aware of a problem with the Goods and/or Parts where the defect occurs within the applicable Warranty Period. Should the Customer continue to use the Goods and/or Parts after becoming aware of a problem and/or defect with those Goods and/or Parts, the Customer risks voiding the benefits otherwise provided under this Warranty.

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## Customer's Responsibility

This Warranty remains in effect during the applicable Base Warranty Period if the Customer;

- (a) Has an authorised FARESIN AUSTRALIA dealer complete the First Service and Inspection
- (b) Performs the required maintenance at the recommended intervals outlined in the relevant machine Operator's Manual;
- (c) Operates the Goods within their rated capacity; and
- (d) Carries out the required maintenance and repairs as specified in the manufacture's manuals using genuine FARESIN service/Parts or FARESIN AUSTRALIA approved service/Parts that meet FARESIN specifications.

The following are excluded from this Warranty

- Replacement of non-defective and maintenance wear items expected to be replaced during the Warranty Period, including, but not limited to: lights, fuses and belts.
- Normal inspections maintenance and parts and service, including, but not limited to; lubrication, coolants, filters, air conditioning refrigerant, belts, lights and fuses.
- Components such as teeth, cutting edges, ground engaging or other parts which are likely to be exposed to repeat heavy loading of abrasive material or surfaces or which are commonly replaced on a regular basis during the working life of the Goods.

- FARESIN products, parts and components of the machine or products that are covered by separate and specific warranties including but not limited to: tyres, batteries, fuel injection pumps and electricals components.
- Transportation expenses relating to any repair including where the Goods and /or Parts are required to be delivered/returned to the Authorised Dealer by the Customer.
- Travel expenses to and from the Authorised Dealer;
- Testing or inspections where no defect is found.
- Repairs arising from any unauthorised modification to the Goods.
- Repairs arising from repairs by facilities not approved by FARESIN AUSTRALIA
- Repairs arising from failure to maintain the Goods and /or Parts, improper use of the Goods and /or Parts, collision or other accident/shock loading, vandalism, negligence or other casualty, or operation beyond rated capacity or specifications;
- Repairs arising from abuse or neglect, including, but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel or hydraulic system outside the equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids and continual use with an obvious defect;
- Premiums charged for overtime labour costs.