



WARRANTY

HYDRAULIC WARRANTY

FORRESTRY WARRANTY

STONES EQUIPMENT WARRANTY

AGRICULTURAL EQUIPMENT WARRANTY

PROCESSING DATE:

Vinotech Engineering Pty Ltd (A.C.N.143 888 788) trading as Mulchtech ("Mulchtech")

Guarantee Conditions:

Without limiting any mandatory warranties or guarantees that apply under applicable laws, including without limitation the Australian Consumer Law, Mulchtech hereby guarantees the new machine and product and the equipment sold by Mulchtech on what concerns material and assembly on the following conditions:

1. This warranty will cover the first **twelve (12) months**, from delivery date, wherever they will be used for normal use and service.
During the specified period, Mulchtech will repair or replace, at its decision, any piece or pieces, that, after being inspected, will be found defective on what concerns material or assembly. The part will be sent by normal carrier to the purchasing place, to the nearest Mulchtech-approved distributor or to another Mulchtech authorized service point, without any charge for the users. If the customer asks for an urgent shipment, that will be charged into the customer's account.
In case of replacement during the warranty period, the defective component will be returned to Mulchtech to enable it to perform an exam and determine the causes of the failure.
At the moment of shipment, a WARRANTY DELIVERY NOTE will be raised that will be valid for a period of 30 days, to give a resolution to the warranty request. If during that period it is decided that the request is not a warranty, that delivery note will automatically transformed into an invoice, which will be charged to the distributor or to the warranty claim petitioner.
1. The labor necessary for that repair is payable by the customer.
2. The part or parts repaired or replaced described here above, will be guaranteed during the remaining applicable period of warranty.
3. Excluded from the warranty are: PTO shafts, transmission belts, bearings, seals and wear parts such as chains, hammers, blades, skids (including their respective holding elements: screws, nuts, washers, axles/pins, hammerlocks) and any other part that the manufacturer defines as a consumable or a common or normal wearing part (see on each model related User's Manual).
Also excluded from the warranty are failures that could be attributed to an abnormal wearing, overcharge, improper use, not respected indications, bad usage, used machines, inappropriate load and unload operations, irrational use, the non application of the security measures, non authorized modifications, non-original spare parts and/or manipulation made by personal outside the manufacturer or to is authorized technical service. In the cases of using non-original spare parts and carrying out unauthorized modifications the warranty will be voided immediately and with a retroactive effect and it will be totally irreversible.
4. Mulchtech will not have any obligations or responsibility for the warranty:
 - 4.1 Over the maintenance and the operation of the equipment, including the refueling of lubrication oils and fuel, inspection or set up adjustment.
 - 4.2 Over any of the wearing components when such components are replaced as part of the normal maintenance of the equipment.
 - 4.3 If the specified demands that are on the User's and Maintenance Manual are not complied with.
5. The owner agrees to use exclusively original spare parts in each and all the components of the machine Mulchtech being those supplied directly by Mulchtech or by its authorized distributor or dealer.
6. Mulchtech does not give any warranty in relation to parts/components from other manufacturers, even if these components are guaranteed, but Mulchtech will help to raise the warranty claim to those manufacturers, always that, under any circumstances, this assistance or help does not create an obligation or responsibility for Mulchtech.
7. Excluded from the present WARRANTY are the repairs that may be needed on the machines as a consequence or motivated by an improper use, overcharges, fire, shocks, accidents or a bad daily maintenance; as well all the materials used on the maintenance, such as filters, lubricant oils, grease, etc.
Also excluded are the daily maintenance operations, which must be carried out by the customer in accordance with what is stipulated on the "User's and Maintenance Manual".
8. Mulchtech reserves the right to not accept interventions or repairs on warranty when the owner has any kind of debts contracted with Mulchtech or with any of its authorized distributors, or/and by non compliance of any of the clauses of the "Sales Contract" or of the present Warranty.

9. Mulchtech reserves the right to inspect the installation of its products as well as to revise the maintenance procedures to determine if the failure is due to an improper maintenance, inadequate use, abuse, inappropriate storage, operation over the authorized nominal capacity, operation after having detected defective or worn parts or components, and/or modification or repairs made on the equipment by Mulchtech unauthorized personal. Mulchtech reserves the right to undertake improvements or changes on its products with having the obligation of doing such changes or modifications on the products sold previously.
10. WARRANTY TRANSFER: the uncompleted part of that warranty cannot be transferred in case of sale or transfer of the machine.
11. OTHER CASES UNCOVERED BY THIS WARRANTY:
- 11.1 TRANSPORT: Any damage that has been caused by the manipulation during transport must be understood as an incidence during transport and a claim must be raised to the carrier of the transport immediately,
- 11.2 DETERIORATION: Repairs and necessary works as a result of wearing, storage, bad and severe climate conditions exposure and non usage.
- 11.3 SECONDARY BREAKDOWNS: If the purchaser continues to use the machine after having detected a failure or breakdown, Mulchtech is exempted from any responsibility derived from the warranty for damages that may result on other pieces or components due to this continuous improper usage of the machine.
- 11.4 INTERMITTENT WARRANTY: Mulchtech won't accept intermittent warranties. While the warranty period has been initiated, this cannot be modified by any reason. No action by either party will result in an extension or renewal of these limited warranty without the prior written consent of Mulchtech.
12. **For this warranty to be effective, it is an essential condition that the owner returns, signed, the certificate before the following 15 days counted from the date here below indicated.**
Mulchtech does not recognize any compensation to the purchaser/client for the inefficiency period of the machine (lost of gains or sell, cancellation of contracts, rentals from or to third parties, crop damage, environmental) and Mulchtech declines any kind of responsibility from damages of any nature caused to persons, animals or things caused by the breakage of the machine or part of itself.
13. This Warranty is governed by the laws of South Australia and the Commonwealth of Australia.

This warranty is supplied in duplicate, being a copy for the purchaser and two for Mulchtech.

Date _____ at _____ of _____ 20____

For and on behalf of the CUSTOMER
Signature: _____

For and on behalf of MULCHTECH
Signature: _____