

# Grasshopper Warranty

Pursuant to an agreement between Clark Equipment Sales Pty Ltd (CES) and the Seller. CES has warranted to the Seller that products supplied by it to the Seller shall be free from defects in material and workmanship. The Seller now warrants on its own behalf to the Buyer that each product of CES to which this Warranty relates shall be free from defects in material and workmanship under normal and proper use and maintenance as provided herein. The benefits confirmed by this Warranty are in addition to all other rights and remedies in respect of the product which the buyer has under the Competition and Consumer Act 2010 (as amended) and similar State and Territory legislation.

The Seller's sole obligation under this Warranty shall be limited to repairing, replacing or allowing credit for at the Seller's opinion any part of the product which under normal and proper use and maintenance proves defective in material or workmanship within:

Models	Residential		Commercial*	
	Equipment	Engine	Equipment	Engine
100V Series	Equipment: <b>4 years/ 500 hr</b> (whichever comes first)	Engine: <b>3 years</b>	Equipment: <b>2 years/ 500 hr</b> (whichever comes first)	Engine: <b>3 years</b>
200V Series	Equipment: <b>4 years/ 800 hr</b> (whichever comes first)	Engine: <b>3 years</b>	Equipment: <b>2 years/ 800 hr</b> (whichever comes first)	Engine: <b>3 years</b>
600 Series	Equipment: <b>4 years/ 800 hr</b> (whichever comes first)	Engine: <b>3 years</b>	Equipment: <b>3 years/ 800 hr</b> (whichever comes first) <b>3<sup>rd</sup> Parts Only</b>	Engine: <b>3 years</b>
300/400/700/900 Series	Equipment: <b>4 years/ 800 hr</b> (whichever comes first)	Engine: <b>2 years/ 2,000 hr</b> (whichever comes first)	Equipment: <b>3 years/ 800 hr</b> (whichever comes first) <b>3<sup>rd</sup> Parts Only</b>	Engine: <b>2 years/ 2,000 hr</b> (whichever comes first)

\* (i) Commercial warranty applies to agricultural, governmental, commercial, industrial or multiple locations usage,

\* (ii) **Ninety (90) days for rental use.**

This limited **Commercial Warranty** applies to Grasshopper turf equipment as per table above. Commercial warranty applies to agricultural, governmental, commercial, industrial or multiple locations usage. This warranty includes the cost of parts and labor for a period of two (2) years. **Residential warranty:** Residential usage means use of product around a single residence only. Use at more than one location is considered commercial and the commercial use warranty above would apply. **This warranty includes the cost of parts for a period of four (4) years and the cost of labor for the first two (2) years.** Replacement parts or repairs provided through warranty service shall be warranted for only the remainder of the original warranty period.

**Warranty Exceptions:** Belts and tires are warranted for ninety (90) days against defects in materials or workmanship. Batteries are warranted for fifteen (15) months. Warranty on electric clutches includes cost of parts and labor for a period of two (2) years.

**Engine Warranty:** The engine is warranted by Engine OEM. Please refer to the engine manufacturer's warranty statement that is included in the engine manual in the owner's packet. Neither Dealer nor Grasshopper is authorized to handle warranty claims on engines. Engine warranty claims should be referred to the nearest authorized Engine OEM service outlet of the engine manufacturer.

After retail delivery date to Buyer, provided that notice of any such defect and satisfactory proof thereof is promptly given by the Buyer to the Seller, and thereafter such part is returned to the Seller, with transportation charges prepaid, and CES's examination proves such part to have been defective.

This Warranty does not apply in respect of damage to any product or accessory or attachment thereof caused by overloading or other misuse, neglect or accident, or lack of safety equipment; nor does this Warranty apply to any product or accessory or attachment thereof which shall have been repaired or altered in any way which, in the sole judgement of the Seller, affects the performance, stability, or general purpose for which it was manufactured.

This Warranty does not apply to products, parts, attachments or trade accessories not manufactured by CES or Manufacturer, instead the applicable warranties, if any, of the respective manufacturers thereof shall apply.

Subject to the following paragraph, this Warranty is in lieu of all other warranties (except of title) and remedies express or implied.

Under the Competition and Consumer Act 2010, as amended certain conditions, warranties, rights and remedies may be implied if the Buyer is a consumer within the meaning of that Act and under legislation relating to the sale of goods certain conditions and warranties may be implied if the sale of the product is a consumer sale within the meaning of such legislation; nothing contained herein excludes, restricts or modifies in relation hereto and the goods and/or services to be supplied hereunder any condition, warranty right or remedy which applies hereto or to the supply of goods and/or services hereunder or is conferred upon the Buyer by or pursuant to the Competition and Consumer Act 2010, as amended or the aforesaid legislation.

**PROVIDED THAT** to the extent of the Competition and Consumer Act 2010, as amended permits the Seller to limit its liability for a breach of a condition or warranty implied by that Act then the Seller's liability for such breach shall be limited to: -

- (a) in the case of goods supplied pursuant hereto, the payment of the cost of replacing the goods or of acquiring equivalent goods; and
- (b) in the case of services supplied pursuant hereto, the supplying of the services again.

## INSPECTION AND PREPARATION

Your new equipment has been inspected and prepared in accordance with the CES pre-delivery inspection schedule. The efficiency and economical operation of your new product now depends largely on the care it receives. Systematic attention to lubrication, inspections, and adjustments by you or the Seller usually will result in greater satisfaction for you.

## WHEN THE WARRANTY BECOMES VOID

- (a) CES and Manufacturer are relieved from all liability and obligation for any damage to persons or property that may occur in one of the following situations:
- (b) Use of the machine for mowing uses differing from those for which it has been designed,
- (c) Use that fails to conform to the Manufacturer's instructions,
- (d) Alterations or modifications to the Manufacturer's original specifications or installation of accessories and options that have not been approved by the CES, or any modification made to the tractor without CES's prior authorization,
- (e) Assembly of spurious spare parts and use of lubricants that have not been approved by the CES,
- (f) Maintenance operations and repairs made to the machine by workshops that have not been authorized by CES,
- (g) Failure to carry out the maintenance work.

#### **IMPROVEMENTS**

CES is constantly striving to improve its products. Changes in design and improvement will be made whenever CES believes the efficiency of its products will be improved thereby, but without incurring any obligation to incorporate such improvements in any products, which have been, shipped or are in service.

If any provision in this Warranty is held invalid, unenforceable or illegal for any reason this Warranty shall otherwise remain in full force apart from such provision, which shall be deemed deleted from this Warranty.

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