

## **GRADEN INTERNATIONAL WARRANTY POLICY**

- 1.0 Subject as provided below Graden Industries Pty. Ltd. (Graden) warrants to Buyer that the goods will be free from defects due solely to faulty materials or bad workmanship for the following periods:
- 1.1 In respect of whole goods, from date of delivery to the first retail purchaser;
- 12 months for domestic usage, sporting clubs and resorts
  - 180 days for commercial contractors and government applications
- 1.2 In respect of spare or replacement part (whether supplied under the contract or pursuant to a warranty claim), 90 days from date of fitment, or for the remainder of the warranty period for the machine into which the part is incorporated.
- 1.3 In respect to the engine and transmission and other proprietary components, the period as offered by that manufacturer through its appointed representative (distributor or agent) in the country in which the machine has been sold.
- 2.0 Graden's obligation under 1.0 above shall be to replace at no charge CIF/CIP to the buyer any part of the goods which is defective in materials or workmanship
- 3.0 Graden's liability under 1.1 and 1.2 above shall be conditional upon:
- 3.1 Every claim being delivered in writing to Graden within 30 days of the occurrence of the alleged failure, giving full particulars thereof and stating (1) date of delivery to first retail purchaser, (2) serial number(s) of the goods, (3) hours of operation and (4) date of failure.
- 3.2 (Where requested by Graden) the part which is alleged to have failed being returned to Graden or otherwise made available for inspection by Graden or its representative, the cost of carriage of such part to Graden being reimbursed to the Buyer upon acceptance of the claim. Alternatively Graden may require digital photos (in JPEG format) and a full report be supplied by email which clearly identifies the fault/problem and highlights any/all manufacturing defects.
- 4.0 Graden's obligations under this Warranty shall not cover or apply to:-
- 4.1 Transportation, installation or labour costs or other charges incurred by the Buyer.
- 4.2 Tyres, belts, engine and transmission/drive pumps and other proprietary items not manufactured by Graden, but in the absence of a local distributor (ref: 1.3 above) Graden will pass on to Buyer the benefit of any claim made by Graden and accepted by the manufacturer of such items under a warranty given by that manufacturer.
- 4.3 Any goods or parts thereof which in the opinion of Graden have been affected adversely by methods of assembly and/or incorporation into another product adopted by Buyer or its subcontractor or customer, or have been altered, repaired, neglected, incorrectly maintained, or used in such a way as to affect adversely their stability or reliability, or have been used in any product or for any purpose for which they were not designed.
- 5.0 This warranty is conditional on the completed Installation Certificate being received by Graden within 30 days of installation.
- 6.0 This warranty shall not be interpreted to render Graden liable for injury or damages of any kind or nature, direct, consequential, or contingent to person or property. This warranty does not extend to any expense or loss incurred for labour, supplies, substitute machinery, rental or for any other reason.
- 7.0 This warranty is subject to any existing conditions of supply which may directly affect our ability to obtain materials or manufacture replacement parts.
- 8.0 Graden reserves the right to make improvements in design or changes in specification at any time, without incurring any obligations to owners of units previously sold.
- 9.0 This Warranty is given expressly in place of and excludes all other warranties and conditions expressed or implied, whether under Common Law, Statute or otherwise, and there is expressly excluded every form of

liability for loss or damage, direct or consequential, resulting from defective material, faulty workmanship or otherwise.

10.0 Arbitration. Any and every dispute or difference arising out of or in connection with this Policy shall be and is hereby submitted to arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules. The appointing and administering body shall be the Australian Centre for International Commercial Arbitration. Preferably any dispute or difference shall be submitted to a single arbitrator chosen by the President of the Law Society of Victoria with such arbitration being conducted in Australian English language at such location as the arbitrator may direct. The parties may agree to conduct the arbitration by document instead of by oral presentation.