



Excavation Empire Pty Ltd ACN 667 298 802 (ABN 68 677 298 802)

Equipment Warranty Details and Exclusions

Subject to the exclusions set out below, Excavation Empire Pty Ltd offers to the Purchaser of any Machine from Excavation Empire Pty Ltd ("Machine") the following warranties:-

- (a) for the period of 1 year after the date of purchase, Excavation Empire Pty Ltd will provide Parts and labour to correct any defects relating to the manufacturing of the Machine at the time of purchase of any Parts which are found to be defective in material or workmanship;
- (b) during the second year after the date of purchase, if any Parts are found to be defective in material or workmanship Excavation Empire Pty Ltd offers to provide replacement parts (but not the cost of labour);

"Parts" means any parts or components of the Machine which relate to the manufacturing of the Machine but with the exception of (but not limited to) parts listed in the Parts Exclusions below.

The benefits within this Warranty are in addition to any other rights and remedies pursuant to guarantees that cannot be excluded under the Australian Consumer Law contained in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Operation, Care and Maintenance

In order for the Warranty to remain in place, the Machine must be:-

- (a) operated; and
- (b) maintained;

as recommended in the Operator Manual (provided at hand over) including without limitation:-

- (a) Rubber tracks must be regularly adjusted and only driven on surfaces described in the Operator Manual;
- (b) Where a trailer is purchased the wheel nuts of trailer tyres should be retorqued after an initial run in period and wheel nut tension should be rechecked after the first 100 kilometres of operation (preferably by an approved tyre dealer, trailer dealer or similar agent).

Failure to use/apply proper care, operation and maintenance to the Machine will void the warranty.

It is the Purchaser's responsibility to read the equipment Operator's Manual carefully to learn how to operate and service the Machine safely and correctly and to keep all safety guards and devices in place and operational.

The Machine must be returned to Excavation Empire Pty Ltd for warranty work to be performed.

Email

info@excavationempire.com.au

Phone

0488 998 467

Address

53 Cambooya Street,
Drayton. QLD. 4350.



Warranty Exclusions

Pursuant to the terms of this Warranty, Excavation Empire Pty Ltd is not responsible for any of the following:-

- Any damage or defects to any components on the Machine caused by normal wear and tear (listed below) including any deterioration of paint etc.
- Normal maintenance, parts and service including costs of parts cleaning and rubber track adjustments.
- Any damage caused by the user whether intentional or unintentional including without limitation:-
- any damage or defects caused by user negligence or failure to comply with the Operator Manual including improper maintenance;
- any defects caused by misuse or abuse including but not limited to using the Machine:-
- beyond stated or reasonable specifications or tolerances;
- contrary to the terms of the Operator Manual;
- contrary to the Machine's intended purposes.
- Any damage or defects caused from an accident, theft, vandalism or natural event of any kind whatsoever including but not limited to fire, flood or other act of God.
- Any indirect, incidental or consequential loss or damage caused as a result of machine damage or failure including but not limited to:-
- delays in completion of works whether on private job sites or construction sites;
- costs of rental of replacement equipment during the repair period; and
- any other losses of income or other nature occurring while any Machine warranty issue is being resolved.

Excavation Empire Pty Ltd would recommend the Purchaser take out insurance for this purpose.

- Any overloading or general abuse of the Machine including the actions that are prohibited in the user manual.
- Any use of non-authorized replacement parts or non-authorized fluids to either start or run the engine.
- Any adjustment to the fuel delivery system of the motor or any other alteration or modification not approved by Excavation Empire Pty Ltd.
- Failure to timely and completely perform regular maintenance and service as prescribed by the Operator's Manual during the warranty term.
- Defects caused by the use of unapproved attachments or implements.
- Any repairs carried out without the written consent of Excavation Empire Pty Ltd.
- Any damage caused from shipping/delivery. Excavation Empire Pty Ltd would suggest the Purchaser have insurance for shipping/ transit of the Machine.
- The replacement of any parts listed in the Parts Exclusions listed below.

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Parts Exclusion

Any Components/Parts which are subject to normal wear and tear are excluded from this replacement Warranty including without limitation:

- Tyres and/or tracks
- Belts
- All fluids including lubricants, oil etc
- Filters
- Hoses
- Cables
- Light bulbs or lamps
- Seals of any kind
- Spark plugs
- Fuses
- Bucket Teeth
- Clutch and/or brake linings
- Pads of any kind
- Injection nozzles
- Cutting blades or tines
- Circuit breakers
- Any glass or floormats
- Pins
- Lead plates
- Seat

This list is not exhaustive and Excavation Empire Pty Ltd reserve the right to determine at it's sole discretion whether a particular issue is covered under the terms of this Warranty.

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Australian Consumer Law

To the fullest extent permitted by law (and most importantly the Australian Consumer Law), Excavation Empire Pty Ltd excludes all warranties and representations or terms (whether expressed or implied) in respect of the supply to the Purchaser of the Machine other than those expressly set out in this Warranty.

- Where any of the consumer guarantees under the Australian Consumer Law apply to any products supplied by Excavation Empire Pty Ltd and the Australia Consumer Law voids or prohibits provisions excluding, restricting or modifying such consumer guarantees, then, to the fullest extent permitted by law, the liability of Excavation Empire Pty Ltd under or arising out of the supply of goods or services for breach of, or failure to comply with, any such consumer guarantees shall be limited, at the option of Excavation Empire Pty Ltd to:-
 - (a) if the breach or the liability relates to goods:-
 - (i). the replacement of the goods or the supply of equivalent goods;
 - (ii). The repair of the goods;
 - (iii). The payment of the cost of replacing the goods or requiring equivalent goods; or
 - (iv). The payment of the cost of having the goods repaired;
 - (b) if the breach or the liability relates to services:-
 - (i). the supplying of the services again; or
 - (ii). The payment of the cost of having the services supplied again.
- The Purchaser releases Excavation Empire Pty Ltd from and shall indemnify and keep indemnified and hold harmless Excavation Empire Pty Ltd in respect of all claims arising in connection with the provision of the Machine.
- Except to the extent that the law, including the Australian Consumer Law, provides that liability is not able to be excluded, Excavation Empire Pty Ltd shall not be liable under any liability to the Purchaser in respect of any loss or damage (including negligence, consequential or indirect loss or damage or loss of profits, loss of use or loss of data), however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the products, any services supplied by Excavation Empire Pty Ltd including any damage to persons or property.
- This Warranty is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations.

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