



Engine Warranty Details and Exclusions - Excavation Empire Pty Ltd ACN 667 298 802 (ABN 68 677 298 802)

Subject to the exclusions set out below, Excavation Empire Pty Ltd offers to the Purchaser of any Engine from Excavation Empire Pty Ltd ("Engine") a 1 year/100,000 km (whichever comes first) parts only warranty for the Engine ("Engine"). Excavation Empire will provide parts to correct any defects in the Engine at the time of purchase which are found to be defective in material or workmanship. ("Warranty").

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 Engine must be:-

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

by a qualified mechanic for installation and operated and maintained in a genuine and caring fashion and as recommended in the Owner's Manual available on the website of Cummins.

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

It is the Purchaser's responsibility to read the equipment Owner's Manual carefully to learn how to install, operate and service the Engine safely and correctly.

Any parts found to be defective in material or workmanship and Excavation Empire Pty Ltd agrees with this and accepts the warranty claim must be returned to Excavation Empire Pty Ltd, Toowoomba at the purchases cost in order for the defective part to be replaced.

Warranty Exclusions

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

- Incorrect installation or installation not done by a qualified person
- Any damage or defects to any components on the Engine caused by normal wear and tear
- Normal maintenance, parts and service including costs of parts cleaning
- 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 Owner's Manual including improper maintenance;
 - any defects caused by misuse or abuse including but not limited to using the Engine:-
 - beyond stated or reasonable specifications or tolerances;
 - contrary to the terms of the Owner's Manual;
 - contrary to the Engine'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 engine 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 Engine 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 Engine including the actions that are prohibited in the user manual.
- Any use of non-authorised replacement parts or non-authorised 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. Maintenance records are to be kept showing all maintenance that has been carried out including dates etc. and must be provided to Excavation Empire Pty Ltd prior to any warranty being approved.
- 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.
- If the purchaser engages a fitter/installer who finds a part to be faulty and Excavation Empire Pty Ltd agree to replace the part under the warranty conditions and that new part is found not to be faulty or the cause of the engine not performing or running as it should, Excavation Empire Pty Ltd will not further warrant any such part nor bear any further costs associated with isolating the exact problem. Excavation Empire Pty Ltd strongly recommend to use the fitter Excavation Empire Pty Ltd suggests to engage.
- Should the purchaser's fitter/installer fail to install the engine as it should be and the vehicle needs to be transported to Excavation Empire Pty Ltd fitter/installer to have any unsuccessful attempt of installation rectified, this would be at the costs of the purchaser.

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 Engine other than those expressly set out in this Warranty.
- 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 Engine.
- 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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