

Warranty Conditions

Products manufactured by EMG Engineering (EMG) are covered by warranty for a period of 12 months or 1,500 operating hours, whichever occurs first, subject to the following conditions:

- 1 The warranty commences from the date of the EMG Engineering invoice for the product.
- 2 The warranty covers defective materials and workmanship of products manufactured by EMG Engineering. Third-party components used in the manufacture of EMG products are covered under the conditions of and to the extent of the component manufacturer's warranty. Third-party components include, but are not limited to, ground engaging tools; hydraulic valves, seals, hoses and fittings; bearings and bushes.
- 3 The warranty does not cover normal wear, abrasion or other degradation associated with the product contacting the working environment, and it specifically ceases to apply if:
 - a) the product is misused,
 - b) the product is used contrary to EMG's recommendations,
 - c) the product is altered or modified without prior written consent from EMG,
 - d) parts of the product have been replaced or substituted, or
 - e) inadequate maintenance procedures have been carried out on the product.
- 4 A warranty claim must be reported immediately to EMG after a defect is believed to have been detected, but no later than the following working day or the claim is void – no exceptions. The buyer or their agent must seek advice from EMG before any attempt is made to diagnose or remedy an alleged fault on site.
- 5 Invoices for any repair, inspection or other works will not be reimbursed by EMG if they were carried out by the buyer or their agent without prior written consent from EMG. A copy of an EMG "Warranty Repair Authorisation" form must accompany invoices for payment otherwise payment will not be made.
- 6 EMG's liability, if any, shall be determined by EMG after a combined examination of the product by EMG and the buyer, and shall be in proportion to the degree of usage completed by the product. For the purpose of the combined examination and/or repairs, the product must be returned to the EMG's premises, and:
 - a) all costs associated with travelling to and from or transporting the product to and from EMG shall be met by the buyer,
 - b) if any part manufactured by EMG proves to be of defective material or workmanship, such part will either be repaired or replaced by EMG at the sole discretion of EMG, and
 - c) in the event that the buyer or their agent cannot attend the combined examination, the examination findings of EMG shall prevail.
- 7 EMG's total liability is limited to the repair or replacement of the defective goods. EMG shall not be liable for any damage caused by a product being defective, nor any consequential costs, damages or losses incurred by the buyer resulting from the defect.
- 8 With respect to Quick-Hitch products, EMG shall not be liable for damage or injury caused by the operator or buyer:
 - a) failing to engage the safety pin during Quick-Hitch operation, or
 - b) failing to operate a Quick-Hitch in accordance with general safe working practices.
- 9 For products containing hydraulic components, damage to hydraulic seals, fittings, hoses or chromed rod surfaces caused by environmental conditions, abrasion, impact, pinching, vibration, fluid-system contaminants, external contaminants, corrosion or system "spike" loads are not covered by this warranty.



EMG Engineering

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