

WALSH & FORD

Established 1949

Bulk Handling Specialists



WALSH & FORD WARRANTY CONDITIONS

WARRANTY:

WALSH & FORD as suppliers of agricultural implements / equipment provides this warranty for implements / equipment manufactured at Dalby, Queensland.

Subject to such other conditions, warranties and / or undertakings, which may apply from time to time under the laws of Australia and / or any applicable State or Territory thereof **WALSH & FORD** warrants with respect to each new item of agricultural implement / equipment that for a period of twelve months on agricultural implements / equipment from the date of the original retail sale thereof **WALSH & FORD** will repair or replace free of charge any part of such agricultural implements / equipment found to be defective in factory materials of workmanship under normal use and operation within Australia.

PROVIDED THAT:

1. The agricultural implement / equipment as the case may be has been properly;
 - a) set up and operated strictly in accordance with the recommendations set forth in the Owner's and / or Service Manual provided with the implement / equipment;
 - b) Used and operated strictly within the capacity and operation limitations specified by **WALSH & FORD** and;
 - c) Properly maintained and cared for;
 - d) Used solely for the purpose for which it was designed in customary agricultural operations ("intended use") Use in any other way is considered contrary to intended use.
 - e) All regulations, rules, practices on safety and / or occupational medicine and / or road traffic Acts and Regulations are observed at all times; and
2. The repair and replacement is carried out by an authorized **WALSH & FORD** Dealer / Agency, and;
3. The defective part is returned at the request of the authorized **WALSH & FORD** Dealer / Agency, freight prepaid.
4. On sale of the implement / . Equipment Dealer must disclose and supply details of Warranty in written form.

This warranty shall be void if any part or parts not manufactured or approved by **WALSH & FORD** are used either in the maintaining or servicing of the implement / equipment covered by this Warranty. No Warranty whatsoever is given on modified, altered or rebuilt machinery. Any arbitrary modification, alteration or rebuilding carried out on the implement / equipment will relieve **WALSH & FORD** of any liability whatsoever for and resulting loss, damage or injury.

This Warranty is not applicable to engines, electrical motors, clutches, universal joints, tyres and tubes, hydraulic motors, hydraulic wheel drives and hydraulic hose, rims, or any other component parts not manufactured by **WALSH & FORD**.

This Warranty does not extend to any consequential loss or damage however caused or arising, including failure in operation or performance of goods sold or repaired or replacement work or service performed thereon or thereto or any loss incurred, inter alia, for hire or unauthorized labour, supplies, substituted machinery or rented machinery or for any loss or damage incurred because of delay in harvesting or removal of crops or grain or for any event resulting in loss of crops, livestock or other losses nor shall **WALSH & FORD** be liable for any injury or negligence howsoever caused.

This Warranty does not exclude and necessarily applicable condition or warranty implied by the Trade Practices Act 1974 or any such condition or warranty implied by the applicable State Laws. Subject thereto, no warranty, guarantee or representation as to **WALSH & FORD** implements / equipment, other than as contained herein, is made or given by **WALSH & FORD**.

WALSH & FORD accepts no liability whatsoever for damage loss or injury howsoever resulting from misuse or non-compliance with and strict adherence to the operating instructions and safety manual.

Frequently Asked Questions

The following are the answers to the most frequently asked questions about the **WALSH & FORD** Warranty provided with agricultural implements/ equipment purchased through your authorized **WALSH & FORD** Dealer / Distributor.

1. When does **WALSH & FORD** Warranty period commence?

If the equipment was purchased as new equipment, the **WALSH & FORD** Warranty period will commence on the date the equipment was purchased new at retail. If the equipment has been purchased as used equipment the **WALSH & FORD** Warranty commencement date is the date on which the equipment was first purchased new at retail.

2. Who performs **WALSH & FORD** Warranty repairs or replacements?

While any other authorized **WALSH & FORD** Dealer may carry out **WALSH & FORD** Warranty repairs or replacements, the authorized **WALSH & FORD** Dealer through whom the equipment was purchased (the selling Dealer) has primary responsibility for performing **WALSH & FORD** Warranty repairs and replacements under the **WALSH & FORD** Warranty.

3. What should I do to obtain **WALSH & FORD** Warranty service?

Contact the selling Dealer or if that is inconvenient, any authorized **WALSH & FORD** Dealer, explain the problem you have encountered and arrange with the Dealer a mutually convenient time for the warranty repairs or replacement to be effected. Alternatively, contact may be made direct to Factory Headquarters at:

4 Dan Street, Dalby, Queensland (P.O. Box 272).

Telephone 07) 46626174.

Facsimile 07) 46622435.

Email admin@walshandford.com.au