

# WARRANTY POLICY

## WARRANTY REGISTRATION

All machines must be registered, by the selling dealer with Bomford Turner Ltd, before delivery to the end user. On receipt of the goods it is the buyer's responsibility to check that the Verification of Warranty Registration in the Operator's Manual has been completed by the selling dealer.

### 1. LIMITED WARRANTIES

- 1.01. All machines supplied by Bomford Turner Ltd are warranted to be free from defects in material and workmanship from the date of sale to the original purchaser for a period of 12 months, unless a different period is specified.
- 1.02. All spare parts supplied by Bomford Turner Ltd and purchased by the end user are warranted to be free from defects in material and workmanship from the date of sale to the original purchaser for a period of 6 months. All parts warranty claims must be supported by a copy of the failed part invoice to the end user. We cannot consider claims for which sales invoices are not available.
- 1.03. The warranty offered by Bomford Turner Ltd is limited to the making good by repair or replacement for the purchaser any part or parts found, upon examination at its factory, to be defective under normal use and service due to defects in material or workmanship. Returned parts must be complete and unexamined. Pack the component(s) carefully so that any transit damage is avoided. All ports on hydraulic items should be drained of oil and securely plugged to prevent seepage and foreign body ingress. Certain other components, electrical items for example, may require particular care when packing to avoid damage in transit.
- 1.04. This warranty does not extend to any product from which Bomford Turner Ltd's serial number plate has been removed or altered.
- 1.05. This warranty does not apply to any part of the goods, which has been subjected to improper or abnormal use, negligence, alteration, modification, fitment of non-genuine parts, accident damage, or damage resulting from contact with overhead power lines, damage caused by foreign objects (e.g. stones, iron, material other than vegetation), failure due to lack of maintenance, use of incorrect oil or lubricants, contamination of the oil, or which has served its normal life. This warranty does not apply to any expendable items such as blades, belts, clutch linings, filter elements, flails, flap kits, skids, soil engaging parts, shields, guards, wear pads, pneumatic tyres or tracks.
- 1.06. Temporary repairs and consequential loss - i.e. oil, downtime and associated parts are specifically excluded from the warranty.
- 1.07. Warranty on hoses is limited to 12 months and does not include hoses which have suffered external damage. Only complete hoses may be returned under warranty, any which have been cut or repaired will be rejected.
- 1.08. Machines must be repaired immediately a problem arises. Continued use of the machine after a problem has occurred can result in further component failures, for which Bomford Turner Ltd cannot be held liable, and may have safety implications.
- 1.09. If in exceptional circumstances a non Bomford Turner Ltd part is used to effect a repair, warranty reimbursement will be at no more than Bomford Turner Ltd's standard dealer cost for the genuine part.
- 1.10. Except as provided herein, no employee, agent, dealer or other person is authorised to give any warranties of any nature on behalf of Bomford Turner Ltd.
- 1.11. For machine warranty periods in excess of 12 months the following additional exclusions shall apply:
  - 1.11.1. Hoses, exposed pipes and hydraulic tank breathers.
  - 1.11.2. Filters.
  - 1.11.3. Rubber mountings.
  - 1.11.4. External electric wiring.
  - 1.11.5. Bearings and seals

- 1.12. All service work, particularly filter changes, must be carried out in accordance with the manufacturer's service schedule. Failure to comply will invalidate the warranty. In the event of a claim, proof of the service work being carried out may be required.
- 1.13. Repeat or additional repairs resulting from incorrect diagnosis or poor quality previous repair work are excluded from warranty.

*NB Warranty cover will be invalid if any non-genuine parts have been fitted or used. Use of non-genuine parts may seriously affect the machine's performance and safety. Bomford Turner Ltd cannot be held responsible for any failures or safety implications that arise due to the use of non-genuine parts.*

## **2. REMEDIES AND PROCEDURES**

- 2.01. The warranty is not effective unless the Selling Dealer registers the machine, via the Bomford Turner web site and confirms the registration to the purchaser by completing the confirmation form in the operator's manual.
- 2.02. Any fault must be reported to an authorised Bomford Turner Ltd dealer as soon as it occurs. Continued use of a machine, after a fault has occurred, can result in further component failure for which Bomford Turner Ltd cannot be held liable.
- 2.03. Repairs should be undertaken within two days of the failure. Claims submitted for repairs undertaken more than 2 weeks after a failure has occurred, or 2 days after the parts were supplied will be rejected, unless the delay has been authorised by Bomford Turner Ltd. Please note that failure by the customer to release the machine for repair will not be accepted as a reason for delay in repair or submitting warranty claims.
- 2.04. All claims must be submitted, by an authorised Bomford Turner Ltd Service Dealer, within 30 days of the date of repair.
- 2.05. Following examination of the claim and parts, Bomford Turner Ltd will pay, at their discretion, for any valid claim the invoiced cost of any parts supplied by Bomford Turner Ltd and appropriate labour and mileage allowances if applicable.
- 2.06. The submission of a claim is not a guarantee of payment.
- 2.07. Any decision reached by Bomford Turner Ltd. is final.

## **3. LIMITATION OF LIABILITY**

- 3.01. Bomford Turner Ltd disclaims any express (except as set forth herein) and implied warranties with respect to the goods including, but not limited to, merchantability and fitness for a particular purpose.
- 3.02. Bomford Turner Ltd makes no warranty as to the design, capability, capacity or suitability for use of the goods.
- 3.03. Except as provided herein, Bomford Turner Ltd shall have no liability or responsibility to the purchaser or any other person or entity with respect to any liability, loss, or damage caused or alleged to be caused directly or indirectly by the goods including, but not limited to, any indirect, special, consequential, or incidental damages resulting from the use or operation of the goods or any breach of this warranty. Notwithstanding the above limitations and warranties, the manufacturer's liability hereunder for damages incurred by the purchaser or others shall not exceed the price of the goods.
- 3.04. No action arising out of any claimed breach of this warranty or transactions under this warranty may be brought more than one (1) year after the cause of the action has occurred.

## **4. MISCELLANEOUS**

- 4.01. Bomford Turner Ltd may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
- 4.02. If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.
- 4.03. Applicable law may provide rights and benefits to the purchaser in addition to those provided herein.

## 5. REGISTRATION OF A DEMO MACHINE

- 5.01. All demonstration machines must be registered as 'demonstration machines', whether they are Dealer/Distributor demonstration or AGE-UK owned. Failure to do so may result in cancellation of warranty.
- 5.02. The date of retail delivery or the installation of demonstration machines cannot be post dated. The warranty period will be calculated from the date of delivery advised to AGE-UK on the online registration form. The date of delivery cannot be altered without full justification in writing.
- 5.03. Demonstration machines will be limited to a maximum of 3 units a year per dealer/distributor
- 5.04. The following are full details of warranty registration qualifications
  - (A) All Demonstration machines may qualify for up to an extra 6 months warranty (AGE-UK Owned plus Dealer/Distributor owned machines)
  - (B) Machines should be registered at the point of first demonstration.
  - (C) Warranty available when retailed will be Standard warranty period plus 6 months, minus the demonstration period. No retail extension beyond standard warranty period.
  - (D) Should the machine remain as a demonstration unit beyond the standard warranty period, warranty will be considered to expire at the end of the standard warranty period.

### EXAMPLE (MACHINE WITH STANDARD 12 MONTH WARRANTY)

- Retail Sale takes place at month 5. Retail Warranty becomes 12 Months
- Retail Sale takes place at month 7. Retail warranty becomes (12 minus 7) = 5 Months
- Retail Sale takes place at month 13. Retail warranty is then considered Zero
- Retail Warranty will not exceed a 12-Month period under any circumstances.

## 6. CLAIMS PROCEEDURE

- 6.01. Full information relating to the failure must be entered onto the Bomford Turner Ltd on line warranty claim system found in Bomford Plus on our web site.
- 6.02. The completed warranty claim must be received by Bomford Turner Ltd NOT LATER THAN 30 DAYS from the repair date. Bomford Turner Ltd reserves the right to reject or offer reduced settlement on claims received where the 30 day time limit has been exceeded.
- 6.03. Bomford Turner Ltd requires the Dealer to retain any replaced parts for a period of 180 days for possible inspection and/or return to Bomford Turner Ltd. DO NOT RETURN PARTS WITHOUT FORMAL NOTIFICATION. When requested, additional information or failed parts must be received by Bomford Turner Ltd WITHIN 15 DAYS. Bomford Turner Ltd reserves the right to reject or offer reduced settlement on claims where parts are returned without being clearly labelled with the claim number and/or without a copy of the claim form attached. If parts are returned and your claim is subsequently rejected and you require the parts sent back to yourselves please notify Bomford Turner Ltd within 7 days of receiving the rejection notification.
- 6.04. You are reminded that all replaced warranty material remains the property of Bomford Turner Ltd and must be retained for 180 days, following which it must be physically rendered unusable then scrapped and not sold, reworked or reconditioned for retailing to any third party, or supplied to any re-manufacturing company.
- 6.05. When the above time scales are not adhered to Bomford Turner Ltd reserves the right to reduce the value or reject the claim.
- 6.06. No request to re-assess or investigate a warranty claim previously validly submitted and processed by Bomford Turner Ltd after a period of 12 months from the date of failure shall be accepted.
- 6.07. Not to submit to Bomford Turner Ltd fraudulent or intentionally misleading claims and if such claims are submitted Bomford Turner Ltd will charge the reasonable costs of investigating such claims and an appropriate reasonable hourly charge rate.

## **7. DAMAGE TO NEW MACHINES**

7.01. All goods must be examined on receipt, please examine all machines and packages, if there is any damage or short shipment sign 'Damaged' or 'Detail any item not received' and notify both the Bomford Turner Ltd Warranty Department by phone or email and the carrier within 24 hours of any damage or missing parts. No claims will be accepted after this time.

## **8. REIMBURSEMENT**

8.01. All claims will be settled, by credit memo, within 30 days of acceptance of the claim.

## **9. FAILED PUMPS, MOTORS, GEARBOXES, RAMS & ELECTRICAL CONTROLS**

9.01. Any pumps, motors gearboxes, rams or electric control units fitted to any machine that fails during the first twelve months of warranty must be returned to us unexamined. Warranty will be rejected if they have been dismantled. This only applies to the first twelve months of warranty.

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