

Warranty Terms and Conditions

Farm Implements P/L is a supplier of quality 3-point linkage implements. You have purchased one of these goods and this document outlines a number of terms and conditions we follow in considering a warranty claim. **If you wish to make a warranty claim you must first contact the supplier of your goods to begin the claim process.**

1. The following are the warranty terms and conditions for new goods sold in Australia by Farm Implements P/L (“We”, “Our” or “Us”), of 12 Tarmac Way, Pakenham, Victoria, Australia, 3810.
2. To the extent that any goods or services supplied by Us are supplied to a ‘consumer’ as defined in the Australian Consumer Law, We will comply with any applicable consumer guarantees and the following statement will apply: “Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”
3. ‘Australian Consumer Law’ means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
4. The warranties provided in this document are in addition to any other rights or remedies available to you under the law, and do not limit the consumer guarantees for ‘consumers’ under the Australian Consumer Law.
5. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.
6. Any warranty claim that is the result of operator abuse, neglect or unauthorised modifications being made to the good will not be considered valid, subject to the Australian Consumer Laws. The warranty does not cover costs of claiming under this warranty; depreciation, damage, malfunction or failure caused by normal wear and tear; lack of reasonable maintenance or improper servicing; failure to follow operating instructions; misuse or lack of proper protection during storage. The expected normal working conditions and maintenance requirements are outlined in the relevant operator’s manual.
7. All new Implements are provided with a 12 month comprehensive warranty from the date of invoice against faulty workmanship or materials, under normal working conditions and service, as outlined in the relevant operational manual for the particular good. Your warranty for those goods will be considered void if any damage to the implement is caused by operator abuse, neglect, or if any unauthorised modifications have been made.
8. If you wish to make a warranty claim, you must immediately report the defect to the supplier within the warranty or consumer guarantee claim period, including a written statement of your claim, along with photos of the current condition of the goods by mail (or if possible, email) to the address of the place from which you purchased the good. You will be required to present valid proof of purchase, and at your expense promptly provide the goods to the supplier immediately after notification of a service issue.
9. Please note that We require an assessment of the condition of the goods to be conducted by either the supplier, Us or the manufacturer, as well as obtaining a history of use of the good, before We can determine whether a consumer guarantee or manufacturer’s warranty is applicable. We are not responsible for any transportation cost incurred in the repair or replacement of parts not covered by the warranty.
10. To the maximum extent permitted by law, and except in circumstances where the consumer guarantee provisions under the Australian Consumer Law apply and are inconsistent with the following, Our liability for the supply of the goods is limited, at Our discretion, to 1) replacement of the goods or the supply of equivalent goods; 2) repair of the goods; 3) payment of the cost of replacing the goods or acquiring equivalent goods; or 4) payment of the cost of having the goods repaired.
11. You acknowledge that use of the goods is inherently dangerous and agree that to the maximum extent permitted by law, We are not liable in any event for consequential loss, damage or injury, including loss of crops, loss of profits, or personal injury or death howsoever caused.
12. Farm Implements Dealers have no authority to make any representation, promise or admission on behalf of Us or to modify the terms or limitations of these Warranty Conditions in any way. Nothing in these Warranty Conditions constitutes a partnership between Us and any Farm Implements Dealer, or constitutes any Authorised Dealer as an agent or employee of Ours for any purpose at all. Our Dealers have no authority or power to bind Us, to contract in the name of Farm Implements or to create a liability against Us in any way or for any purpose at all, including but not limited to representations regarding performance or fitness for any purpose of the goods.
13. **If you have specific queries regarding the warranties or consumer guarantees provided by Farm Implements P/L please send details of your claim to Our attention at 12 Tarmac Way, Pakenham, Victoria, Australia, 3810, or via email at admin@farmimplements.com.au or phone +61 3 9706 5166.**