

# GESSNER WARRANTY POLICY & CLAIM PROCEDURES

For all Gessner, Ag Products and Lewis Equipment

## Australian Consumer Law (ACL) Guarantees

- A. Goods of Gessner Pty Ltd (Gessner) come with guarantees that cannot be excluded under the Australian Consumer Law. The Purchaser is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Purchaser is 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.

## Gessner Warranty – in addition to ACL Rights

- B. In addition to rights and remedies of the Purchaser under Part A and the Australian Consumer Law (if applicable), Gessner warrants to the original purchasers of new Gessner, Ag Products and Lewis Wholegoods from Gessner that the Goods will be free from defects in materials and workmanship for a period of 12 months of delivery to the Customer (Warranty Period).

## Making a Warranty Claim

- C. If the Purchaser believes the Goods are faulty during the Warranty Period, the Purchaser must:
- At the time of purchase, perform pre-delivery checks and complete the safety and warranty registration card and provide the same to Gessner;
  - Immediately report the product defect to Gessner in writing during the Warranty Period;
  - Present evidence of the warranty start date;
  - Provide reasonable evidence that the Goods have been subject to Proper Installation and Maintenance, including service records, operator logs, checklists, photographs, or such other evidence as Gessner may reasonably request; and
  - Make the Goods available to Gessner within a reasonable period of time for assessment and, if applicable, repair/replacement.
- D. Where a valid warranty claim is made, Gessner will at our option:
- Repair the defective Goods;
  - Replace the defective goods with new or equivalent-to-new goods; or
  - Refund the purchase price of the defective goods.
- E. If the Goods are found to be faulty, Gessner will cover any reasonable transport costs incurred in returning the Goods.
- F. All defective parts and products become the property of Gessner.
- G. For the purpose of this warranty, “covered part” means all parts of any new Agricultural Wholegoods (meaning, all Lewis or Ag Products branded goods whereby a unique Gessner Pty Ltd Serial Number is allocated thereto) and excludes consumables including but not limited to tyres and bulbs where applicable.
- H. For the purposes of this Warranty Policy, “Proper Installation and Maintenance” means installation, commissioning, operation, maintenance and servicing of the Goods by suitably qualified and competent personnel, using appropriate tools, materials and techniques, and in accordance with:
- any written instructions, specifications, manuals or guidelines issued by Gessner (whether supplied at delivery or subsequently made available); and
  - where no such specific instructions are issued, generally accepted industry standards and practices for comparable machinery.

## Limits and Exclusions

- I. To the extent permissible by law (and without excluding or limiting any rights under the ACL):
- Gessner’s obligations are limited to repair, replacement, or refund of the defective goods during the Warranty Period; and
  - This Warranty does not cover:
    - Anything caused or contributed by:
      - normal wear and tear and the gradual reduction in operating performance of the Goods;
      - installation, commissioning, operation, maintenance, storage or repair of the Goods that does not constitute Proper Installation and Maintenance;
      - Failure to follow any operating, safety or maintenance instructions provided by Gessner, misuse, lack of proper protection during storage, accident, use in an environment not meeting the operating specifications set forth in the operating instructions,
      - any unauthorised modifications, alterations, or substitutions of any parts have been made,
      - any breach of the Sales Conditions (including any installation, operation and maintenance obligations in those conditions), a copy of which the purchaser acknowledges receiving at the time of purchase.
    - Gessner being the subject of a force majeure event (for example, and without limitation, breakdown of plant or machinery, war, terrorist attack, strike, industrial dispute, government interference, transport delay, act of God, flood, fire, accident, non-delivery or shortage of supplies of Goods or any other cause not under Gessner’s control).

- c. any accident, abuse, neglect of any person other than Gessner, including any wilful, negligent or inappropriate act or omission of any person other than Gessner which occurs during transportation of Goods, the loading and/or unloading of Goods, installation of Goods, or moving of Goods;
  - d. vandalism, power outages, surges, inadequate or improper voltage or current, or use and installation of the Goods contrary to any instruction or manual;
  - e. repair or modification of the Goods carried out without Gessner's prior written consent by a person other than Gessner;
  - f. any dishonest, criminal, deliberate, wilful or fraudulent act, error or omission of the Purchaser or any of its officers, employees or agents; or
  - g. any breach of the Law or regulatory requirement;
- ii. Except to the extent required by the Australian Consumer Law, Gessner is not liable for:
- a. costs of removal, reinstallation or transporting of the Goods where the Goods are not defective and do not fail to comply with any applicable consumer guarantee under the Australian Consumer Law;
  - b. any default in faulty workmanship in relation to the Goods:
    - i. not notified to Gessner during the Warranty Period; or
    - ii. where the Purchaser continues to use the Goods after the Purchaser knew or ought reasonably to have known or discovered the defect or faulty workmanship.
- J. Where Gessner has not issued a specific manual, specification or technical instruction for a particular product, it is the Purchaser's responsibility to ensure that the Goods are installed, commissioned, operated and maintained by suitably qualified personnel in accordance with generally accepted industry standards and practices for comparable machinery.
- K. For clarity, references in any product manual, parts book or specification sheet to "operating instructions" are taken to include the installation, operation and maintenance standards described in this Warranty Policy as Proper Installation and Maintenance.

#### **Assessment of Warranty Claims**

- L. After a warranty claim is made, persons authorised in Gessner's Field Service Department will then assess whether a defect exists and will recommended to Gessner's General Manager or their delegate, who will in turn determine, whether the warranty claim will be accepted (whether whole or in part) or refused. Nothing in this clause limits or affects the Purchaser's rights under the Australian Consumer Law.
- M. Gessner will confirm in writing whether the claim is accepted in full, in part or declined.
- N. If Gessner reasonably determines that the Goods are not defective and do not fail to comply with any applicable consumer guarantee under the Australian Consumer Law or this Warranty, then the Purchaser must if required by Gessner:
- i. Reimburse Gessner for all related shipping costs incurred; and
  - ii. Pay to Gessner the reasonable labour costs to test the Goods (including travel costs to travel to any particular location); and
  - iii. Pay to Gessner an amount representing costs associated with undertaking inspection and repackaging, warehousing and handling and/or returns to suppliers.

The Purchaser shall indemnify Gessner in respect of any and all Claims, losses, expenses and liabilities incurred by Gessner arising indirectly or directly out of any invalid Warranty claim to the extent permitted by Law.

#### **GENERAL DISCLAIMER**

NOTHING IN THIS WARRANTY EXCLUDES, RESTRICTS, OR MODIFIES ANY RIGHTS OR REMEDIES UNDER THE AUSTRALIAN CONSUMER LAW OR OTHER LEGISLATION THAT CANNOT BE EXCLUDED.

TO THE EXTENT PERMITTED BY LAW, GESSNER'S LIABILITY IS LIMITED TO THE REMEDIES STATED ABOVE, AND GESSNER DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR PURPOSE, BEYOND THE TERMS OF THIS POLICY AND THE ACL.