

# Equipment Warranty Statement

## Operation and Care

We want you to be satisfied with your new EBU Machinery unit. For the best satisfaction and machine longevity, we encourage you to use the EBU Machinery Authorized Service Center network during and after your warranty period for all your calibration and maintenance needs. They are committed to providing proper repair and calibrations to maximize the performance and longevity of your EBU Machinery unit.

# Maintenance Records

We advise you to retain certifications and records of regular unit maintenance. These documents are very important and can be helpful in determining the cause of a malfunction, should one occur.

## Warranty Period

The Warranty goes into effect after the date of purchased and expires date will show at our website.

The Warranty covers repairs to correct any unit defects related to materials or workmanship existing at the time of purchase. All requests must be approved by EBU Machinery prior to any work being performed during the Warranty Period. Specific exceptions to the Warranty are listed in the Exclusions section.

EBU Machinery will provide repairs to the unit during the Warranty Period in accordance with the Terms, Limitations, and Conditions. This is the sole Warranty provided by EBU Machinery.

# Exclusions of Warranty

Unit components subject to normal wear during the Warranty Period are not covered by Warranty and include the following items which includes but not limited to:

- **Pump Seals**
- **Light Bulbs**
- **Indicator Lamps**
- **Pads**
- **Lead Plates**
- **Hoses**
- **Pins**
- **Cables**
- **Fuses**
- **Circuit Breakers**
- **Filter**
- **Clutch and brake linings**
- **Window glass**
- **Lubricants, coolants, and fluids**
- **Belts**
- **Cutting blade and tines**

- **Bucket teeth**
- **Injection nozzles**
- **Spark plugs**
- **Tires and tracks**

Parts rupture or damaged caused by part handling/misuse or corrosion due to exposure to caustic materials, voids the Warranty.

Component failure caused by customer misuse/abuse of the unit (e.g. exceeding the unit's stated duty cycle or using incompatible materials), voids the Warranty.

### **Refund**

We only accept refund and return in certain circumstances, which includes but not limited to:

You may return most new, unopened items for a full refund within 15 days of delivery. These items should be in their original packaging and have their serial number. Special order returns are at our discretion on a case by case basis. If you would like to make a return or exchange, you must contact us by phone or email promptly.

All returns will be subject to a 15% restocking fee.

Remember, if you would like to return or exchange your item, you must contact us before sending it back. Items returned to us without notification will not be eligible for a refund or exchange.

Returns will not be accepted on items that are:

- Opened or used
- Missing their serial number or parts
- Special orders (returned at our discretion)
- Returned more than 15 days after delivery
- Returned without notification

## **Implied Warranty**

Nothing in these Warranty Conditions shall be read or implied so as to exclude, restrict or modify any condition, warranty, guarantee, right of remedy implied by law including under the provisions of the Competition and Consumer Act 2010 (Cth) and which by law cannot be excluded, restricted or modified. The only remedies the

Purchaser has for EBU Machinery equipment are those set out in these Warranty Conditions or such remedies as are specified by statute and which are not capable of exclusion.

# Terms, Limitations, and Conditions

## **Maintenance**

All units require periodic maintenance, as outlined in the unit's Operation Manual, and it is the responsibility of the customer to perform regular maintenance. Failure to properly maintain the unit and perform regular maintenance may void the Warranty.

## **Damage from Accident, Misuse, or Alteration**

Damage or failure caused by an object striking the unit, fire, theft, freezing, environmental exposure, exceeding the duty cycle, modifying or altering the unit, and/or any other

misuse is not covered under the Warranty. Damage or failure due to acts of god (flood, tornado, etc.) or acts of war are not covered under the Warranty.

## **Labor**

All approved warranty repairs will be performed by a EBU Machinery Authorized Service Center. EBU Machinery will coordinate the closest Authorized Service Center to complete the repair free of charge during the Warranty Period.

**Use of a non-authorized labor to perform the warranty repairs will not be reimbursed by EBU Machinery.**

## **Extra Expenses**

Economic loss or extra expense due to unit damage/failure is not covered under the Warranty. Under no circumstances

is EBU Machinery liable for any indirect, incidental, or consequential damages due to unit damage or failure.

## **Disclaimer**

EBU Machinery makes no other warranty, express or implied, and specifically disclaims any warranty of merchant-ability or fitness for a particular purpose.

Suggestions concerning use of products are not warranties.

The customer assumes the responsibility for determining suitability of products and appropriate use. EBU

Machinery's sole liability, for breach of warranty, negligence or otherwise, shall be the repair of the unit as specified in this Warranty.

## **Other Terms**

EBU Machinery does not authorize any person or people to create any other obligation or liability in connection to this unit. Any shipping damage should be brought to the



attention of both the freight carrier and EBU Machinery as soon as possible.

## **Authorized EBU Machinery Service Centers**

A current list of EBU Machinery Authorized Service Centers is available at <https://www.ebumachinery.com.au/contact>

## **Mediation and Arbitration**

EBU Machinery takes complaints, disputes and differences very seriously. If any dispute arises relating to products or product warranties, it must promptly give the other notice in writing.

With 14 days of a party giving notice, the other party must provide to the first party a written response stating its position and thereafter:

(a) within 7 days of that response, the respective involved managers must meet in person at least once to try to resolve the dispute in good faith in a first meeting

(b) failing a resolution within 7 days of that meeting, within a further 7 days, more senior delegates of each manager must meet in person to try to resolve the dispute in good faith in a Second Meeting;

(c) failing a resolution within 7 days of the second meeting, within a further 7 days from that meeting, the managing director of the Customer and a General Manager of EBU must meet in person to try to resolve the dispute in good faith in a third meeting.

Except for urgent interlocutory or declaratory relief, as a condition precedent to the commencement of any court or tribunal proceedings, if a dispute or difference arises under or in connection with this Contract and the aggregated amount of either party's claims (excluding interest and costs) exceeds \$10,000 (exc GST), the dispute or difference shall be, and is hereby, referred to expert determination.

Falling agreement within 14 days of referral, the President of the Institute of Arbitrators and Mediators Australia (IAMA) shall nominate and appoint the expert. The expert's determination will be final and binding in all respects and not an arbitration. Each party must bear its own costs of the

determination and half of the expert's. The expert determination will be conducted in accordance with the IAMA Expert Determination Rules.