

## TRACTOR WARRANTY

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# Nicola's Machinery Pty Ltd

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### Prices Services and Products

All prices are quoted in Australian Dollars and include 10% Australian Goods and Services Tax. (GST). All prices displayed and products and services offered to be supplied on [www.nicolasmachinery.com.au](http://www.nicolasmachinery.com.au) are subject to change without notice. All items are subject to availability. All tractor prices quoted are for the tractor itself, unless otherwise stated. The image shown may show implements and differing colours to the product for sale. All implements are additional costs to Tractors, unless stated otherwise.

### 3 YEARS LIMITED WARRANTY FOR TRIDENT TRACTORS

Nicola's Machinery Pty Ltd (Nicola's Machinery) agrees to supply the goods described herein and will provide a 3 YEARS Limited Warranty on Trident Tractors as described herein Warranty Policy below effective from agreement date herein.

The buyer agrees to ensure that all persons operating or using the goods are appropriately trained and instructed in the safe and lawful use of the goods. Failure to use the goods in a safe and lawful manner will void all claims for warranty. The buyer further agrees that specifications, style, colour, fit and finish of the goods may change or vary without notice.

### Warranty Policy

1. Nicola's Machinery warrants to the original purchaser, that, under proper use in accordance with Nicola's Machinery Pty Ltd 's specifications and instructions and subject to the specified exclusions specified below, the equipment purchased by you from Nicola's Machinery will be free from defects solely due to faulty workmanship and materials:
  - (a) First year for comprehensive warranty, including parts and labour, Second and third years for drive train, parts only warranty, from original purchase date from Nicola's Machinery's premises.
  - (b) The Warranty is limited to supply and labour only for a defective part or parts and does not include any staff travel & machinery transport. The goods are not for commercial use or usage deemed by the Nicola's Machinery to be of a commercial nature, quality or quantity.
  - (c) Electrical & rubber parts: for the period of the earlier of 3 months from the date of dispatch from Nicola's Machinery's premises or 500 Hours of use of the equipment.
  - (d) Please note this warranty does not cover front axle for the 40HP model.
2. Nicola's Machinery gives no warranty to you in respect of consumable/replacement parts such as: bolts, nuts & washers, oil hoses and pipes, electrical wires & plugs, filters, oils, globes, clutch & brake pads, gear levers & controls, front end loader frames, rams, bucket & bucket teeth, fasteners, cabin windows & cabin frame accessories, belts, wheels & tyres, chains, tracks, cables, cutting blades, fans, reversal cameras & air conditioner plus anything deemed to be wear&tear parts.
3. Who the warranty protects:  
This warranty is valid only for the first original consumer purchaser and is strictly non-transferable.



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### SPECIFIED EXCLUSIONS

Nicola's Machinery warrants that the TRIDENT Tractor is Free from manufacturing defects in materials and workmanship when dispatched from our warehouse. The receipt of purchase shall be provided as proof. This Limited warranty does not cover any losses or damages that occur as a result of, but not limited to:

- (a) Scheduled / day to day maintenance and servicing;
- (b) Accidental Damage, Force Majeure, terrorism;
- (c) Buyer transport shipping or improper storage, installation or maintenance;
- (d) Misuse, unauthorized repair, incorrectly assembled, improperly adjusted, neglected and illegal activities;
- (e) Removal and/ or instillation of attachments, accessories and options;
- (f) Damage caused by any attachments, accessories and options;
- (g) Fair wear and tear on the equipment or neglect of the equipment;
- (h) Failure to meet scheduled services intervals (including first 50-hour run-in time service);
- (i) Servicing completed by anyone other than a service agent or contractor authorized Nicola's Machinery;
- (j) Torque, twisting, leverage or load damage caused by forklift, backhoe or front loader operations;
- (k) Non-compliance with operational instructions or amendments issued from time to time;
- (l) Neglect and abuse either accidental or deliberate;
- (m) Rodent, Insect, Environmental and Meteorological conditions;
- (n) Overheating damage caused by a blocked radiator or failure to clear the radiator of debris;
- (o) Unauthorized tractor Repairs, adjustment, modification, or installation of options, attachment and parts by anyone other than the Nicola's Machinery's authorized service agent or contractor;
- (p) Improper Environment. Excessive or inadequate heating or cooling or electrical power failures, surges, or other irregularities;
- (q) Your failure or refusal to install engineering changes or enhancements recommended by Nicola's Machinery;
- (r) Operation of the equipment with incorrect fluid or oil ratios;
- (s) Abnormal performance caused by ancillary equipment interference or other external factors;
- (t) Use of the equipment by a person other than you and this warranty does not cover equipment purchased;
  - (i) Other than from Nicola's Machinery's (such as purchases from unauthorized dealers and purchases over the internet, from local/international sellers or sites such as eBay, gumtree or quicksales;
  - (ii) At an auction; or
  - (iii) From a private seller;
- (u) Your failure to maintain the equipment by undertaking servicing every 200 hours or 12 months, at your sole cost and expense or your failure to keep the equipment fully lubricated.

### LIMITATION OF REMEDY AND DAMAGES

Nicola's Machinery's liability under this warranty and under any implied warranty that may exist, is limited to repair or replacement of any defective part. In no event, shall Nicola's Machinery be liable for incidental, special, or consequential damages (including lost profits).