

NEW EQUIPMENT WARRANTY

FIRMUS Group warrants to the original owner each item of new equipment sold by it to be free of defects and workmanship for a period of twelve (12) months from date of delivery, or 1 000 hours if an hour meter is fitted, whichever occurs first, excepting equipment used for hire, which shall be warranted for a limited period of three (3) months or 250 hours, whichever occurs first.

FIRMUS Group will provide a new part or make repairs, at its discretion, in place of any part which is found, upon its inspection, to be defective in materials or workmanship, during the warranty period. Repairs or replacements will be made by FIRMUS Group or its nominated agent at their own premises, during normal working hours. The original owner of the equipment must provide proof of purchase at the time of making any claim under warranty.

Where circumstances do not permit a rapid inspection of the fault by FIRMUS Group or its nominated agents, and the owner requires immediate repairs, then the owner will be required to authorize and accept liability for the cost of repairs, until such time as the inspection and determination can practicably be carried out.

This warranty does not apply to failures caused by:

- Failure to perform normal maintenance or failure to carry out any special maintenance procedures set out in operator's manual (if manual is provided).
- Overloading the equipment or operation in circumstances not able to be reasonably foreseen by FIRMUS Group at the time of manufacture.
- Misuse, accident, abuse, corrosion, erosion, neglect, negligent repairs, normal wear and tear and alterations or modifications made to the equipment without the express written approval of FIRMUS Group.

FIRMUS Group assumes, and relies upon, the Purchaser having the required knowledge and industry experience to perform the normal maintenance procedures and safety checks required by all new vehicles and motorized equipment.

Equipment and major components supplied by others are not warranted or guaranteed by FIRMUS Group, and such equipment and components shall only carry whatever warranty the manufacturer has granted FIRMUS Group and which can be passed on.

LIMITATION OF LIABILITY

Except for the warranty stated above, and for any Statutory Rights attached to the equipment, FIRMUS Group gives no representation or warranty, whether expressed or implied, as to the quality or fitness for purpose or specific capability of any equipment. Any such expressions or warranties as may have been made or given are hereby expressly denied, and any such expression or warranty given now or in the future is not authorized and will not be acted upon.

No agent or servant of FIRMUS Group is authorized to waive any part of this clause or to agree to any variation to any part of this warranty under any circumstances or in any manner whatsoever.



LIMITATION OF LIABILITY (cont'd)

FIRMUS Group will not be held liable for any losses whatsoever resulting from the use of this equipment.

In no event will FIRMUS Group be held liable in any way for any contingent, consequential, special, punitive or other damages or injuries, no matter how they are caused.

Customer Signature:

Date: