

FARMSCAN AG PTY LTD WARRANTY POLICY
Effective 01/05/2010

Farmscan AG Product Warranty

1. No warranty or condition, express or implied, is given by Farmscan AG Pty Ltd (“Farmscan”) as to the condition of product supplied or as to the suitability or fitness of product supplied other than the warranties expressed herein.
2. The Farmscan product warranty offered by Farmscan AG Pty Ltd is limited to products manufactured by Farmscan AG Pty Ltd. Products manufactured by other suppliers and distributed by Farmscan AG Pty Ltd may not be covered by this warranty.
3. The Farmscan product warranty is offered only to the first retail buyer (“the Buyer or end user”) of the product and is not transferable or assignable to any other party.
4. Subject to the exclusions and conditions outlined herein Farmscan AG Pty Ltd warrants that for a period of 12 months from date of purchase of the relevant product by the Buyer, that any Farmscan product found to be defective in materials or workmanship will be repaired or replaced free of charge subject to compliance with the conditions of this warranty.

Farmscan Warranty DOES NOT COVER:

1. Travel and diagnostic time, removal or installation, freight costs or charges of any sort from unauthorised sources.
2. Damage to products in transit whether being delivered, installed or returned for service.
3. Claims arising directly or indirectly from incorrect use and installation, accidental damage, welding, lightening strike, acts of God, misuse, abuse or deterioration of the product, shortage of suitable parts and components or any other cause whatsoever beyond the reasonable control of Farmscan AG Pty Ltd.
4. Component defects as a result of normal wear and tear or use of non-genuine components.
5. Loss of income or consequential costs and any indirect, special or consequential expenses or damages howsoever arising either through loss of crop, loss of data, lost production opportunity or any use of the product whatsoever.
6. Products repaired or modified by parties other than Farmscan AG Pty Ltd or an authorised Farmscan Service Agent.

Farmscan Warranty Claim Procedure

1. Before making a warranty claim for repair or replacement of a product under warranty, the Buyer’s dealer must contact Farmscan AG Pty Ltd or any other person nominated in writing by Farmscan AG Pty Ltd from time to time who will notify Farmscan AG Pty Ltd.
2. Farmscan AG Pty Ltd will then issue a Return Merchandise Authorisation number (RMA Number) which will establish the date of claim and tracking details.
3. The Farmscan Warranty Registration Card should be completed by the Buyer’s dealer and returned to Farmscan AG Pty Ltd within 14 days from date of purchase.
4. The RMA Number must be submitted together with the relevant product and proof of purchase if the Farmscan Warranty Registration Card has not been registered with Farmscan AG Pty Ltd.

5. If a claim for warranty is made and the Farmscan Warranty Registration Card has not been received by Farmscan AG Pty Ltd, proof of purchase must be provided to Farmscan AG Pty Ltd failing which the claim will be immediately denied.
6. The relevant product together with the RMA Number must be delivered at the Buyer's own costs to Farmscan AG Pty Ltd or the nearest Authorised Farmscan Service Agent.

Operation of Warranty

1. If a warranty claim is accepted by Farmscan AG Pty Ltd, the product will be at the election of Farmscan AG Pty Ltd either repaired or replaced with the same or equivalent product and returned, using any means which Farmscan AG Pty Ltd finds suitable at Farmscan AG Pty Ltd's cost, to the Buyer's dealer.
2. Repair or replacement of a product pursuant to this warranty does not in any way extend the original warranty period.
3. Products must not be repaired in advance of any warranty claim failing which this warranty will be void.
4. Where the Buyer elects to replace an alleged defective product in advance of any warranty claim and the cost of replacement is requested from Farmscan AG Pty Ltd, the alleged defective product must be returned to Farmscan AG Pty Ltd at the Buyer's own costs together with a copy of the original sales invoice and the RMA Number. Farmscan AG Pty Ltd will then have the sole discretion whether to accept or deny the claim. If the claim is accepted the Buyer will be credited the amount of the invoice plus an allowance for freight costs.
5. Where the law implies any term or warranty which cannot be excluded, then the liability of Farmscan AG Pty Ltd for any breach of such term or warranty will be limited in the manner permitted under section 68A of the Trades Practices Act 1974 to one of the following (as Farmscan AG Pty Ltd in its absolute discretion may determine):
 - (i) in the case of products supplied, to any one or more of the following:
 - (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (d) payment of the cost of having the products repaired; and
 - (ii) in the case of services supplied, to any one or more of the following:
 - (a) supply of the services again; or
 - (b) payment of the cost of having the services supplied again;
 - (c) in the event that Farmscan AG Pty Ltd (as a deemed "manufacturer") has a liability to the Buyer (as a "consumer") pursuant to section 74H of the Trade Practices Act 1974, subject to the terms of section 74L of that Act, such liability is limited to a liability to pay to the Buyer an amount equal to whichever is the lesser of the cost of:
 - (i) replacing the product;
 - (ii) obtaining equivalent services; or
 - (iii) having the product repaired.

If any part of the above terms and conditions become void or unenforceable then that part shall be served to the intent that all parts that are not void or unenforceable shall remain in full force.