

Warranty conditions

This document sets out the extent, conditions and manner of exercising rights stemming from the Manufacturer's liability for defects of the delivered Product

1. Dvořák – svahové sekačky Ltd., registered office Dvorce 62, Havlíčkův Brod 58001, Czech Republic, ID No. 2601379 (further referred to as "Manufacturer") provides a Warranty for new Products according to the set regulations for a period of 24 months from the day the Product is delivered to the Customer, or from such a Product being set into operation, or up to 800 operating hours, according to whichever happens first. The Warranty period for new spare parts delivered under Warranty expires together with the Warranty period of the whole Product/machine.
2. Claims stemming from the Warranty must be exercised with the Distributor / Dealer and also resolved by them. A properly completed Warranty sheet must be presented and all of the inspections prescribed by the Manufacturer must have been implemented. Incorrect information, additional extracts or overwriting on the Warranty card lead to loss of the Warranty.
3. The Warranty applies to defects on the Product caused by defective raw materials, construction faults or made workmanship. Defective parts on the Product will be replaced free of charge with a new part or repaired. No entitlement to immediate delivery is created and the Manufacturer takes on no liability for damage claimed for as a result of delayed delivery.
4. The Warranty does not relate to regular wear and tear (parts susceptible to regular wear and tear especially include the following: blades, blade hubs with bearings, bearings of wheel shafts, spark plugs, air filters, belts, chains, tires, sealing, hydraulic hoses, winch rope etc...).
5. The Warranty cannot be claimed against if the cause of the defect is:
 - a) The effects of external mechanical or chemical influences on the Product
 - b) Unreasonable handling of the Product, overloading it, neglect or incorrect operation
 - c) Repair of maintenance of the Product performed by a third party, which was not authorised to carry out such work by the Distributor / Dealer or Manufacturer
 - d) Installation of such parts into the Product, the use of which is not approved by the Manufacturer
 - e) Implementation of changes to the Product, which were not approved by the Manufacturer
 - f) The fact that the Manufacturer's regulations were not adhered to for handling the Product, its maintenance and treatment (e.g. the instruction and maintenance manual), especially if the prescribed Warranty inspections were not carried out
 - g) The fact that the user neglected declaration and removal of defects, which were apparent when they took receipt of the Product or which they did not immediately provide notification of an have removed, when they arose later
6. In case of Products sold with a discount the Warranty does not extend to defect for which the discount was granted.
7. All claims stemming from the Warranty are forfeit on expiry of the Warranty period. In the case of defects, for which notification was made during the course of the Warranty period and which were not removed during this period, this Warranty remains valid until the defect is removed. In this case, the Warranty is terminated at the latest within 1 month of the last repair or after

declaration by the Distributor / Dealer that the defect was removed or that this does not concern a defect.

8. The Manufacturer is not liable for any economic loss or for any subsequent damage caused to persons or their property, which was created as a result of failure of the Product.
9. The Warranty will only be valid subject to the condition that the correctly completed part 2 of the "Combined delivery note" is delivered to the Manufacturer within 14 days of the date the Product is delivered to the Customer.
10. The Warranty applies to the Product in the condition in which it leaves the production plant. The Manufacturer is not liable for damage during transportation.
11. In the event of a change in owner, it is possible to transfer the remaining part of the Warranty period to the new owner if the Manufacturer is requested to do so. The new owner confirms that they have taken receipt of the instruction manual at the same time as the Product as well as the Warranty conditions and that they agree with these.
12. The Warranty period is extended by the period of the duration of the Warranty claim assessment. (The Warranty claim assessment period begins on the day following the day the Product is accepted for assessment and terminates on the day the Warranty is acknowledged or rejected, not on the day the Customer collects the Product back). In case the Warranty claim is rejected, the Warranty period will not be extended!
13. After inspecting relevant documents and the claimed product the Distributor / Dealer will:
 - a) acknowledge the Warranty claim as warrantable and settle the claim on spot; in case it is not possible to settle the acknowledged claim on spot, they will accept the Product into Warranty procedure during which the acknowledged claim will be settled without unnecessary delay. The Distributor / Dealer will issue a written document certifying the acceptance of the Product from the Customer and both parties will confirm it by their signatures; or
 - b) reject the Warranty claim as unwarrantable and together with the Customer they will agree on further steps, or
 - c) accept the claimed Product for a professional assessment based on which the warranty claim will either be acknowledged and consequently settled without unnecessary delay, or rejected. The Distributor / Dealer will issue a written document certifying the acceptance of the Product from the Customer and both parties will confirm it by their signatures. The Distributor / Dealer will inform the Customer about the result of the assessment (acknowledgement or rejection of the Warranty claim) in a previously agreed manner (in writing or by one of long-distance communication devices).

In Dvorce, January 16th, 2007

Karel Milichovský
director