

# **TocDEM**

## **ATTACHMENTS & UTILITIES**

1. TocDem Attachments & Utilities Limited (The Company) guarantees TocDem Hydraulic Thumbs 'the equipment' against any defect in material, manufacture and assembly for the warranty term, as defined below.
2. This warranty agreement is invalidated in the following circumstances:
  - a) Where the equipment has been used to perform tasks that demand more than the design and strength limitation.
  - b) The equipment has undergone modifications not approved by the company.
  - c) The equipment is used in abnormal conditions.
  - d) The equipment has not been serviced in accordance with the company's service requirements, which require the equipment to be returned to the company every 6 months for a service at the company's normal rates.
  - e) Normal maintenance has not been completed correctly in accordance with Operators manual.
  - f) Use of the equipment is not as the item is specifically designed for which is material handling & selection, and as described in the Operators manual.
  - g) Any work other than normal maintenance carried out on the equipment other than by the company.
  - h) Failure to comply with the procedure for warranty claims set out below.
  - i) Failure to comply with all guidance as set out in the Operation Manual.
3. A warranty in respect of any spare or replacement part (whether supplied by the company following a sale or pursuant to a warranty claim) is covered to the greater of the following periods:
  - a) One year from the date shown on the purchase invoice for the part.
  - b) The remainder of the warranty period which is applicable to the product into which the part is incorporated.
4. In accordance with the company policy of continuous improvements to its products, alteration in specification may be made at any time without notice and the company shall not accept responsibility for

any discrepancies which may occur between the specification of its products and the description thereof in its publications.

#### **GENERAL CONDITIONS**

5. The warranty does not cover the following:
  - a) Normal maintenance services, as described in the Operation manual
  - b) Consumable items such as Hydraulic couplings & hydraulic hoses.
  - c) Normal wear and tear of parts, including but not limited to hydraulic hoses & hydraulic couplings.
  - d) Accidental damage.
6. In no event will the user be entitled to recover under this warranty for financial losses (including direct or consequential loss or any kind of loss of profit), inconvenience, rental or replacement equipment or other commercial loss.
7. Only the company can offer you the protection afforded by your Warranty and where possible you should request the assistance of the Company to carry out repairs, either directly or by way of their nominated agent.
8. Subject to registering with the company, any unexpired warranty is transferrable to the buyer upon resale.

#### **PROCEDURE FOR WARRANTY CLAIMS**

9. In the case of making a claim under this warranty, the procedure to adopt is as follows;
  - a) Notify the Company within 24 hours of failure or, in the event that is not practicable, as soon as is practicable. The Equipment should not be used further if other consequential damage could occur or if a safety concern exists.
  - b) Return the equipment for inspection to the Company.
  - c) Make all maintenance records or similar evidence available for inspection by the company to demonstrate that the equipment has been maintained correctly.
  - d) Do not dismantle or tamper with the equipment – this will invalidate the warranty.
10. If the failure is found to be the result of faulty manufacture or assembly the failed components will be replaced entirely free of charge.

#### **WARRANTY TERM**

11. The initial Warranty Term is three years from the date of Delivery