



# Product Warranty Statement: NZ & Pacific Islands

## Warranty Geographical Coverage.

This Warranty Document applies only to region of New Zealand & Pacific Islands. Warranty outside of these regions reverts to the Manufacturer's representative in that territory or country.

## Warranty General Terms.

AB Equipment will warrant each of the supplied Engines/ Transmissions/ Generators to be free from defects in material and workmanship.

The Warranty covers Failures which result, under normal use and service, from defects in material & workmanship with the following limitations.

AB Equipment is not responsible for failures resulting from improper Installation, maintenance, use, unauthorised modifications, incompatible components fitted, or adjustments made to base product supplied, that alter the performance & operating characteristics of the Original Product supplied.

## Warranty Coverage Period.

AB Equipment and its obligation and liability under this warranty are expressly limited to repairing or replacing at its option and discretion, any inspected parts or components determined to have been defective in material or workmanship under normal use and service within the Warranty period of; **two (2) years or 2000 hours** of operation, commencing from the date of Sales Invoice to the customer, the period applied being two (2) years or 2000 hours – whichever occurs first – from the date of sale will be deemed as the expiration of the warranty period offered.

All warranty repairs must be performed by AB Equipment, or an authorised dealer or Service Agent appointed/ approved by AB Equipment. All machine transportation expenses to and from the facility or dealer's location are not covered by this warranty. Warranty does not apply to normal maintenance service or normal replacement of service or wear items.



## **Warranty Eligibility.**

Owner must adhere to all requirements as outlined in the Owners Responsibilities terms & conditions below, including but not limited to the servicing & maintenance of the product by an authorised service Agent or as a otherwise approved operator /dealer of AB Equipment. In addition, the use of genuine spare parts, approved lubricants & coolants must be used and fitted/installed in such a manner as stated in manufacturers operation and maintenance manual in order to maintain warranty eligibility during the coverage period.

## **Warranty Remedies.**

Remedies under this warranty are limited to the provisions of replacement parts, and repairs specifically provided. AB Equipment shall in no event be liable for any other losses, damages, costs, or expenses claimed, including but not limited to, loss from failure of the machine/vessel/equipment to operate for any period of time and all other direct, indirect, special incidental, or consequential damages, including all personal injury and property damage due to alleged negligence, strict liability or any other legal theory whatsoever. The manufactures warranty specifically excludes all warranties as implied by law as to the merchantability or fitness for a particular purpose of all products supplied by the manufacturer. This warranty is in lieu of all other warranties by AB Equipment, whether expressed or implied by law. Without limiting the generality of the foregoing, AB Equipment makes no warranty of the merchantability or fitness of the machine for any particular purpose.

## **Further Terms & Conditions of Warranty conditions.**

Any operation beyond the rated capacity or the improper use, application or maintenance of the product or substitution upon it of parts not approved by AB Equipment or any alteration or repair by others in such manner as, in the manufacturer's judgment, affects the product materially and adversely shall void the warranty.

AB Equipment is not responsible for damage or failures as a result of neglect or abuse, including, but not limited to: lack of maintenance of the air intake system, cooling system and lubricating system; improper storage, warm-up, starting and shutdown practices; overfueling; operation with lack of adequate lubricants or coolants or DEF fluid. AB Equipment is also not responsible for failures as a result of water, dirt or other contaminants in oil or fuel or DEF fluid or due to the use of improper or low-quality oils or fuel or DEF fluid. AB Equipment is not responsible for failures derived from the use of non-approved parts. Repair parts used on a warrantable failure must be new parts or AB Equipment approved repaired or rebuilt parts.



No representative of the manufacturer is authorised to change this warranty in any way, and no attempt, effort or promise to change this warranty either by the manufacturer or by any representative of the manufacturer at any time shall extend this warranty in any way. In the event that AB Equipment deems to extend to its customer any additional warranty such as by extending the scope or period of warranty or undertaking a warranty of fitness for any particular purpose or any other obligation not encompassed in the manufacturer's warranty, AB Equipment shall be solely responsible therefore and shall have no recourse against the manufacturer with respect thereto.

### **AB Equipment Responsibilities:**

AB Equipment will cover parts and labour required to repair the damage to the engine resulting from a warrantable failure. AB Equipment will cover reasonable costs of technician's travel time and mileage to and from the repair site when repairs are done at the site in which the failure occurred.

### **Owner's Responsibilities:**

Owner is responsible for the cost of all maintenance items such as filter elements, lubricating oil, DEF, and antifreeze provided during the warrantable repair. Owner is responsible for proper maintenance and operation of the engine as outlined in the appropriate Operation and Maintenance Manual. The owner must provide proof that all recommended maintenance outlined in the manual has been performed. Owner is responsible for the cost of lodging, meals, communication expenses and similar costs incurred as a result of the warrantable failure. Owner is responsible for all business costs, downtime expenses, all applicable taxes and other losses resulting from a warrantable failure.

**Effective June 2022**