

Warranty Definitions:

1. *"Simpro" means SIMPRO HANDLING EQUIPMENT Registered number 1827916.*
 2. *"Agent" means a person or company authorized by Simpro to sell a Product.*
 3. *"Service Agent" means a person or company authorized by Simpro to repair a Product.*
 4. *"End User" means the first purchaser of a Product from a Sales Agent authorised by Simpro to sell Product.*
 5. *"Warranty" means the commitment that Simpro has to guarantee the workmanship and componentry to any End User of Products manufactured and sold by Simpro.*
 6. *"Warranty Claim" means an application from an Agent to Simpro to be reimbursed for expenses relating to repairs done to remedy a fault with a Simpro Product.*
 7. *"Warranty Period" means the length of time that Simpro undertakes to guarantee a Product.*
 8. *"Back to Base" means that the costs associated with the transporting of a Product between the Service Agent and the End User is the End Users responsibility. (See clauses 1.1 and 2.4)*
 9. *"Standard Products" means any Product displayed as a standard Product on the Simpro website, www.simpro.net.nz*
 10. *"Part" means a component of a Product. "Parts" conveys a similar meaning.*
 11. *"Minor Fault" means a fault or defect that requires less than one hour to rectify*
 12. *"Instruction Handbook " means a document so titled that provides brief information and guidance on the operation of the Product for commonly performed functions.*
 13. *"Service Manual" means a document so titled that provides comprehensive information and guidance for service, repairs and maintenance.*
 14. *"Warranty Registration Process" means the process of an End User registering their purchase with Simpro. Typically this is done by visiting www.simpro.net.nz/go/register*
 15. *"Fault Reporting Form" means the system used to report faults to Simpro. Typically this is done by completing the form found at www.simpro.net.nz/go/faults*
 16. *"Application for Warranty Consideration Form" means the system used to file a Warranty Claim with Simpro. Typically this is done by completing the form found at www.simpro.net.nz/go/claims*
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Standard Warranty terms and conditions for Simpro Products

1. COVERAGE

- 1.1 *Simpro provides a 12 month Back to Base Warranty on all Standard Products unless alternative terms have been agreed to in writing.*
- 1.2 *The Warranty terms and conditions on custom-built and non-standard machines are generally specified on quotations, and placing an order implies acceptance of the Warranty terms. If no specific Warranty details have been provided, the standard terms and conditions will apply.*
- 1.3 *The 12-month Warranty period shall be taken from the date the machine first leaves the Agent's premises, whether sold or just supplied for trial. The Agent shall keep accurate records of the date of all machine trials, sales. etc.*
- 1.4 *Simpro will, at its option, repair or replace any items that fail or prove defective within the Warranty period.*
- 1.5 *Simpro's liability under the terms of this Warranty shall be limited to remedying any fault that occurs on machines it has manufactured or supplied, and shall not cover any consequential loss or damage.*
- 1.6 *The Warranty on batteries is for 6 months only. For ways to maximise the life of your batteries please visit [www.simpro.net.nz/go/Battery Care](http://www.simpro.net.nz/go/Battery_Care)*

2 EXCLUSIONS

- 2.1 *Simpro will not recognise a Warranty Claim against a machine where payment to Simpro, for that machine is overdue. If a Warranty Claim is made before payment is due, the full payment must be made on the due date. The Warranty Claim, if accepted, will be credited at a later date.*
- 2.2 *Warranty Claims may not be recognized unless the online Warranty Registration Process has been completed. If not done at the time of sale, this should be done at the time of the Warranty Claim. (www.simpro.net.nz/go/register) At the very least, if the registration has not been completed, proof of purchase may be required.*
- 2.3 *Damage caused or contributed to by misuse, abuse, accident, unauthorised repairs or modifications, or failure to use the machine in accordance with instructions is specifically excluded.*
- 2.4 *Travelling time and mileage are specifically excluded from the Simpro warranty coverage. However under certain circumstances Simpro at its discretion may contribute to these costs. Authorisation must be obtained from Simpro prior to any such Warranty Claim. This does not prohibit an Agent offering more extensive Warranty cover, outside of this Warranty, as negotiated between the Agent and the End User.*

3 WARRANTY CLAIM PROCEDURE – END USER

- 3.1 Where a fault or breakdown appears to have occurred the End User should, if applicable, first consult the Troubleshooting Guide section of the Instruction Handbook provided with each machine, to ascertain if possible the cause of the fault, and if minor (e.g. blown fuse), remedy. If this has been misplaced or lost, please contact your Agent in the first place for a replacement copy or visit www.simpro.net.nz
- 3.2 If the fault is not able to be remedied, the End User should contact the Agent who sold the machine, and explain as fully as possible the fault, including all relevant factors such as:-
- Did the fault occur suddenly or has it been giving trouble over some time?
 - Was the machine being used at the time?
 - Is the fault intermittent?
 - Are the batteries fully charged?
- 3.3 If repair is urgent, and the Agent cannot be contacted, the End User may contact Simpro direct.

4 WARRANTY CLAIM HANDLING PROCEDURE - AGENT

- 4.1 Upon receiving notification of a fault, the Service Agent should attempt to determine the cause and a course of action before going to see the machine.
- 4.2 If necessary, the Service Agent should ensure that the Fault Reporting Form has been completed, either by themselves or by the End User. (www.simpro.net.nz/go/faults) This should be filled out promptly, to allow the likely cause of the fault to be identified before any action is taken. The Service Agent should contact Simpro for assistance in identifying the fault, if it is not apparent. This step is important, so that if a site visit is necessary, the correct tools and spare Parts can be taken. It is also important to establish whether there may have been any negligence, misuse or an accident that contributed to or caused the fault.
- 4.3 Parts requiring replacement will be supplied by Simpro free of charge; in some cases it may be necessary to source Parts locally if needed urgently, but Simpro must authorize this if the cost of the item exceeds \$50.00 and is to be charged to Simpro.
- 4.4 If the fault is not a Minor Fault, the Agent must notify Simpro and receive authorization to proceed before the repair work is done. Simpro will assist in every way possible, including discussing the problem directly with the End User if necessary to determine the best method of effecting the repair, in the shortest time possible.
- 4.5 Upon completion of the repair to an acceptable standard, the Agent shall complete the Application For Warranty Consideration Form (www.simpro.net.nz/go/claims) and include copies of any invoices for labour, and any Parts supplied.
- 4.6 The cost of Warranty repairs is not to be deducted from any payments due to Simpro, unless Simpro issues a credit note clearly stating the amount and which invoice it relates to.
- 4.7 Simpro undertakes to be reasonable in respect of all Warranty repairs undertaken by Agents, but reserves the right to decline payment for:-
- Work done or materials replaced that were not authorized in advance by Simpro.
 - Work not done to an acceptable standard.
 - Work taking an unduly long time, due (in part or in full) to the lack of knowledge or skill of the serviceman or the Agent. The time allowed for repair work will be based on Simpro's assessment of what a reasonably skilled tradesman would take. Full Service Manuals are available on request at any time from Simpro and all service visits should be conducted with a Service Manual at hand.