DOHERTY ENGINEERED ATTACHMENTS LIMITED

Standard Limited Warranty Policy

Warranty Period

Doherty Engineered Attachments Limited ("Doherty") standard warranty is for a **period of thirty six (36) months from date of sale or three thousand (3000) machine hours, whichever occurs first** from date of commissioning but not longer than forty two (42) months from the date of purchase.

Any repair or replacement shall not result in an extension of the original warranty period. Doherty's sole and exclusive liability for defects in materials and workmanship shall be limited to repair or replacement of the unit. Replacement will be like for like unless decided by Doherty's to replace with new product. Doherty's shall not be liable for incidental, contingent or consequential damages.

If examination by DOHERTY or its Contracting Partner results in a determination that the Product is defective in workmanship or material, subject to the warranty scope and limitations, the Product will be repaired or replaced (or credited) at no charge. If the Product upon such examination is found to not be defective in workmanship or material (for example, if the Product is not functioning properly due to abnormal use, improper service, or alteration, modification or parts usage), then such repair or replacement, if any, will be performed by DOHERTY or an Contracting Partner at normal servicing charges to the purchaser plus shipping costs.

Warranty Inclusions

This warranty covers defects in material and workmanship and is subject to receipt of supporting evidence and/or inspection by Doherty and confirmation that said attachment or part was installed and operated in accordance with Doherty's currently published instructions. Upon acceptance, Doherty shall repair or arrange for the repair and/or full or partial replacement of such attachment.

Any attachment or part repaired or replaced under the terms of this warranty policy shall retain the warranty period pertaining to the product's original date of purchase.

Transport

The cost and risk of transporting the allegedly defective Product to DOHERTY or its Contracting Partner will be borne by the purchaser, and the cost of transporting the corrected Product back to the purchaser will be borne by DOHERTY or the Contracting Partner. (If the allegedly defective Product that purchaser sends to DOHERTY or a Contracting Partner is not defective, the purchaser will also bear the cost of the transport of the product back to the purchaser.)

Warranty Exclusions

This policy does not cover machinery, parts or accessories that are warranted directly to the end user by third party manufacturers, for example hydraulic cylinders, hoses, valves, or any other portions of hydraulic kits used in Doherty products but not manufactured directly by it. Failure to follow Doherty's or the third party manufacturer's recommendations for oil pressure and flow ratings on hydraulic components will invalidate all warranty claims relating to both the attachment and the hydraulic components of the attachment.

Doherty shall not be responsible for any problems associated with hose fittings, damage or malfunction after installation regardless of cause. If in doubt, contact Doherty for assistance and advice. The tighting of loose fittings or hoses is to be considered a maintenance issue, therefore any hydraulic leaks due to loose fitting is not covered under warranty.

This policy does not apply to parts which have been repaired by the owner or a third party without prior formal written authorisation from Doherty.

This policy does not apply to parts which in Doherty's opinion, have been subjected to or adversely affected by operator misuse, accident, negligence, improper installation, maintenance, or storage.

Normal wear parts and parts requiring regular lubrication are not covered by this warranty.

This policy is restricted to the direct repair and/or replacement cost of the said part. It does not apply to any incidental or consequential costs such as travel, injury, accident downtime, consumables and any other indirect expenses.

Doherty accepts no responsibility whatsoever for the suitability or otherwise of the carrier machine or other equipment to which a Doherty attachment may be mounted upon or fitted to.

Doherty shall not be held liable for injury or damage caused to any persons, place or machine by reason of the installation, use or mechanical failure of any Doherty attachment.

Doherty shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the buyer.

In relation to the supply of buckets by the seller the above warranty shall only apply to cracking and bending of the buckets during correct and normal usage and shall not extend to the breakage of or failure of bucket teeth, cutting edges, bucket sides or base or to any other failure in performance due to a bucket being used in applications outside of its intended specified applications, including for example where a general purpose bucket or heavy duty bucket is used for rock and concrete excavations.

Doherty shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if;

A. The total price of the goods has not been paid by the due date for payment.

B. The warranty or repaired part expires at the same time as the original warranty of the supplied equipment.

C. Excessive diagnostic costs are involved in determining the validity of the warranty. This includes Labour, Travel and mileage.

D. Deteriorated or failed components such as: Electrical wiring and connections, Hydraulic hoses, fittings, seals and cylinders where the cause has originated from chemicals, falling objects, dirt, salt and sand, rust, corrosion, moisture or extreme environmental temperatures and/or conditions.

Doherty Obligations

At its option, Doherty will repair or replace the said part. Any repair work may be carried out at Doherty's own premises, at the workshop of an authorized Service Agent/Dealer, on the site at which the part or attachment is being used, or at any other location that Doherty considers appropriate under the circumstances.

Under the terms of this warranty, Doherty's obligations are limited to the repair or full or partial replacement of the defective item(s) and do not include any costs, direct or indirect, associated with the removal or reinstallation of the attachment or part on the carry machine. This is the responsibility of the Customer.

Doherty warrants that any repair work carried out by it directly shall be conducted in a timely and professional manner. Where a third party is engaged to carry out repair work in connection with a Doherty warranty claim, Doherty's obligation and liability shall be limited to a refund of the authorized reimbursable costs charged in connection with the provision of such work.

Customer Obligations

The Customer is responsible for the correct and proper installation of the part or attachment as detailed in the Operation and Maintenance documentation supplied by Doherty, including hydraulic and electrical connections.

The Customer is responsible for the completion of the formal Pre-delivery check and the Warranty Registration forms (which form part of the above documentation) and their return to Doherty within seven days of initial commissioning.

The Customer is responsible for ensuring that the part or attachment, including any hydraulic components and fittings, is operated and maintained using best industry practice and in accordance with the Operation and Maintenance documentation supplied by Doherty. (a copy of which is available on request.)

The Customer is also responsible for notifying Doherty as soon as it identifies a defect or problem that may potentially be subject to a claim under this policy and for following Doherty's published Warranty Claim Procedure.

Schedule of Rates

Unless a separate schedule of warranty rates is agreed prior, the rates below will be applicable to claims where the warranty procedure has been adhered to completely:

Parts	Free issue
Labour	$110.00 per hour flat rate. Penal rates will not be covered
Travel	$1.30/ km. To a maximum of 300 km AND a maximum travel time of four (4) hours per warranty claim.
Time Allowance for service work	As published or prior agreement