



NEW ZEALAND APPLICATION FOR WARRANTY

This form is to be completed by a *MOTUS* customer only.
Upon diagnosing a cylinder fault that may be eligible for factory warranty cover, please fill out the following details and send it to *MOTUS* for approval BEFORE any attempt is made at repairing the fault.

1. Fill out all details below.
2. Attach any photos that are relevant to the fault. This is very helpful in diagnosing the issue.
3. A *MOTUS* Customer Service representative will respond acknowledging that the claim is received and may have further questions.
4. If the claim is approved, a claim number will be issued as a reference for any repair costs, and the Customer needs to ensure these costs are invoiced back to *MOTUS* upon repair completion.

MOTUS Charge / Claim Number: _____

Cylinder Serial No: _____ Purchase Date: _____

Date of Failure: _____

Date of Repair: _____

Claim Type / Description:

Estimated labour time (\$60 /hour):

Customer Details:

Name: _____

I hereby declare that the information provided above is true and correct and to the best of my knowledge and belief and I have complied with all the conditions of the warranty.

Customer Signature: _____ Date: _____

Approved by *MOTUS* Authorised Person:

Signature: _____ Invoice No: _____ Date: _____

WARRANTY AGAINST DEFECTS

Motus Hydraulics Limited and its successors and assigns ("the seller") provides the following limited warranty against defects to:

("the Customer") *[Insert Customer's Name In Box Above]*

1 WHAT THIS WARRANTY RELATES TO

- 1.1 This warranty relates to any defect in any workmanship which becomes apparent and is reported to the Seller in accordance with 4.1
- 1.2 The conditions applicable to the warranty given by clause 1.1 are:
- (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) The Customer failing to properly maintain or store any Goods; or
 - (ii) The Customer using the Goods for any purpose other than that for which they were designed by the manufacturer; or
 - (iii) The Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; and
 - (iv) The Customer failing to follow any instructions or guidelines provided by the Seller for the Goods;
 - (v) Damage to the Goods where fitting, installation, repairs, modification or alteration of the Goods is carried out by an unauthorised agent without the Seller's consent;
 - (vi) Fair wear and tear (including but not limited to paint damage), any accident, or act of God;
 - (vii) Travel expenses.
 - (b) In respect of all claims the Seller shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

2 WHAT THE SELLER WILL DO TO HONOUR THE WARRANTY

- 2.1 The Seller will repair any defect but will be limited to supply only of the replacement parts or repair faulty components or Goods sold by the manufacturer which have been damaged as a result of the faulty workmanship. It does not extend to any other loss or damage including consequential loss or damage or loss to other property or persons.
- 2.2 Any works required to be completed in addition to fixing the Defect are the responsibility of the Customer. Additional works shall include any disassembling and reassembling required in order to assess or rectify the defect.

3 WHAT THE CUSTOMER MUST DO TO CLAIM THE WARRANTY

- 3.1 To claim the benefit of the warranty, the Customer will need to:
- (a) present the defective Goods/Services to the Seller for inspection, including inspection for defective workmanship, or otherwise provide evidence of the claimed Defect; and
 - (b) provide evidence of proof of purchase upon request by the Seller.
- 3.2 At no time will a warranty be transferrable. Any warranty offered is made only to the original Customer who must produce the original sales invoice at the point of submitting a warranty claim.
- 3.3 The claim listed in clause 3.1 may be made in person, or the claim may be sent to the address listed on this form, including the particulars required under clauses 3.1 (a) and 3.1 (b).
- 3.4 The appropriate form for making a claim for warranty is attached and must be used whether the claim is being made in person or mailed to the address on this form.
- 3.5 the Customer acknowledges and accepts that all warranty claims will be dealt with by the Seller during the normal hours, Monday-Friday. In the event that the Seller is required to provide the Services urgently, that may require the Sellers staff to work outside normal business hours (including but not limited to working, after hours, weekends and/or Public Holidays) then the Seller reserves the right to charge the Customer additional labour costs (penalty rates will apply), unless otherwise agreed between the Seller and the Customer.

4 DURATION OF WARRANTY

- 4.1 The expressed warranty will cease in respect of the Goods supplied from the date the Customer takes delivery of the Goods in accordance with clause 6 of the Sellers Terms and Conditions of Trade or at the time of purchase whichever is agreed upon but shall be subject to: (a) twenty-four (24) months on all MOTUS products.
- 4.2 If a Defect does not materialise in the Goods/Services prior to the date provided in clause 4.1, the Seller will have no liability to the Customer under this Warranty Against Defects and the Customer releases the Seller from all claims for loss or damage in any way connected with the Goods/Services from that date.
- 4.3 A longer four-year warranty can be purchased from MOTUS under the same terms and conditions.

5 RESPONSIBILITY FOR COSTS OF CLAIM

- 5.1 The Seller is responsible for the costs directly associated with repairing the Defect only.
- 5.2 Any works required to be completed under clause 2.2, which are in addition to those directly related to rectification of a Defect, will be at the cost of the Customer.

6 RIGHTS AT LAW

- 6.1 The benefits given to the Customer under this warranty are in addition to other rights and remedies of the Customer at law in relation to the Goods/Services.
- 6.2 The Sellers Goods/Services come with guarantees that cannot be excluded under Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods/Services repaired or replaced if the Goods/Services fail to be of acceptable quality and the failure does not amount to a major failure.