

Parts Warranty (“Part”)

1. The Warranty

- 1.1. This Parts Warranty (this “Warranty”) is given by Hitachi Construction Machinery (Australia) Pty Ltd (“HCA”) of [Level 8, 6 Hassall Street, Parramatta NSW 2150](#), Telephone: 02 8863 4800.
- 1.2. This Warranty applies to each new genuine part (the “Part”) sold by HCA and not covered by a separate Warranty.
- 1.3. Subject to the terms and conditions set out below, under this Warranty HCA warrants that the Part will be free from manufacturing defects and defects in its quality workmanship and materials for the warranty term set out in paragraph 2.
- 1.4. HCA’s liability under this Warranty is limited at the sole discretion of HCA to the repair or replacement of the defective Part with either a new or reconditioned replacement Part by HCA or any other person nominated by HCA to repair or replace the Part on HCA’s behalf.
- 1.5. This Warranty applies only to the original End User (“User”) who purchases the Part from HCA and who can produce the original invoice or sales docket.
- 1.6. The benefits to the User given by this warranty are in addition to other rights and remedies of the User under a law in relation to the Services.
- 1.7. HCA shall not be liable to the Customer for any consequential, indirect or in incidental loss, loss of profits, lost production or revenue, loss of anticipated savings, loss of opportunity, business reputation or damage to goodwill arising from or in connection with its supply under this Contract.

2. The Warranty Term

- 2.1. The warranty period for the Part under the Hitachi (HCM) Warranty shall be three hundred and sixty-five (365) days from the date of invoice.
- 2.2. The warranty period for the Part under the Bell warranty shall be One hundred and eighty (180) days from the date of invoice.
- 2.3. Excluded from this Warranty are V-belts, electrical wiring (except main wire harness), bulbs, sealed beams, fuses, wiper blades, bucket parts and attachments, ground engaging tools, diodes, glass products, grease nipples and loss of efficiency of any parts due to normal wear.

3. Conditions of Warranty

- 3.1. Upon the occurrence of any fault or defect in the Part, the User must cease operating the machine in which the Part is fitted and report the fault or defect to HCA (see contact details above). The User must not commence to operate the machine again after reporting the fault or defect without the prior consent of HCA.
- 3.2. The User must maintain the Part, and the machine in which the Part is fitted, in accordance with the Operator’s Manual and any other instruction issued by the Original Equipment Manufacturer (“OEM”) or HCA from time to time. Any and all repairs or replacements that are required to be made to the Part must be carried out by HCA or any other person nominated by HCA to repair or replace the Part on HCA’s behalf.
- 3.3. Any determination made by HCA as to a claim made under this Warranty by the User shall be final and binding. HCA may require that any Part(s) replaced under this Warranty be returned for inspection or repair.
- 3.4. Supporting documentation or supporting evidence requested by HCA must be supplied to support any claim submission or factory request.
- 3.5. Any transportation shall be at the cost of the User and HCA shall not be liable for any loss or damage caused to the machine to which the Part was fitted or Part whilst in transit. Where HCA determines that the User’s claim does fall within the scope of this Warranty, it will repair or replace, or arrange for the repair or replacement of, the defective Part with either a new or reconditioned replacement part.
- 3.6. All claims made under this Warranty by the User shall be made to the Distributor.

4. Exceptions to this Warranty

- 4.1. This Warranty shall not apply where fault or defect is caused, or substantially contributed to by:
 - 4.1.1 The User having made any change, modification or alteration to the machine without the prior written consent of the OEM or HCA.
 - 4.1.2 The operation of the machine otherwise than in accordance with the Operator’s Manual and any other instructions issued by the OEM or HCA from time to time.
 - 4.1.3 Consequential damage through accident damage, incorrect machine operation, incorrect maintenance procedures, vandalism or as a result of another part or component failure or improper handling of the machine.
 - 4.1.4 The continued operation of the machine after a defect or other fault has appeared.
 - 4.1.5 The use of accessories or parts which are not manufactured or approved by the OEM or HCA.
 - 4.1.6 The use of lubricant, fuel, coolant, oil or grease which is not designated by the OEM or HCA.
 - 4.1.7 The fitting of an attachment(s) or accessories not approved by the OEM or HCA or the existence of a specification in excess of or contrary to that set by the OEM or HCA for the particular machine.