

OVERSTOCK AGRICULTURAL RUBBER TRACK WARRANTY

Eligibility

You (“**You**”) are eligible for the benefits of this limited warranty if you are the original user-owner (as opposed to commercial retailer) of the Global Track Warehouse (“**GTW**”) agricultural rubber track, subject to the below.

Coverage

GTW agricultural rubber track (“**Original Tracks**”) is warranted for a period of 12 months or 1,000 hours from date of original purchase by You, whichever comes first, against material defects in materials and workmanship (the “**Warranty**”).

If GTW determines, in its sole discretion, (a) that the material defect can be repaired, the Original Tracks will be repaired at the expense of GTW or (b) that the defective Original Tracks are unserviceable, GTW will either replace the Original Tracks, or allow a credit to be applied towards Your purchase of replacement track.

EXCEPT FOR THE WARRANTY SET FORTH HEREIN, GTW MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE ORIGINAL TRACKS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL GTW OR ANY OF ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY, IN CONNECTION WITH THE PURCHASE AND USE OF THE ORIGINAL TRACKS, FOR (A) ANY LOSS OF USE, REVENUE OR PROFIT, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL (INCLUDING INSTALLATION COSTS), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GTW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; or (B) ANY AGGREGATE LIABILITY IN EXCESS OF THE PURCHASE PRICE OF THE ORIGINAL TRACKS.

THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND GTW's ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

Excluded from Cover

- Notification of defects not received within the warranty period
- Valid proof of purchase not received within the warranty period
- Track no longer owned by the original purchasing end user
- GTW track installed on CTS or GripTrac systems
- Agricultural track used in side-hill applications

- Agricultural track used in non-agricultural (construction) applications including scraping.
- Rapid wear or damage caused by extended transport operations
- Drive lug damage caused by misalignment or excessive side loads.
- Failure resulting from abuse, misuse, negligence, alteration, accident, field or road hazard or stubble damage, overload, mismatching of adjacent tracks, misapplication, use of non-OEM undercarriage components, or poor mechanical condition, maintenance or adjustment.
- Missing, chunked or ripped lugs caused by cuts from a sharp object or due to overloading.
- Track on new OEM equipment (OEM warranty applies)
- Tracks or cable cut by a sharp object or implement
- Cosmetic defects, such as surface cracks, splits and other superficial distress that may impact track appearance but does not render the track unusable or measurably diminish overall life.
- Usage, installation, storage, handling, repair or adjustment which GTW judges improper
- Prototype or test tracks
- Tracks with less than 25mm of average tread height
- Wear or damage caused by undercarriage components not being properly maintained and adjusted
- Any other damage caused by Your improper use
- Cost of replacement of opposite side non-warrantable track. When an Original Track with significant wear is replaced during normal use or under warranty, You must determine if opposite side replacement is necessary, but such opposite side replacement will be at Your expense.

Warranty Claim Procedure

To be eligible for the Warranty, You must comply with the procedure below.

- If You purchased the Original Tracks through a dealer, You must contact the dealer to undertake the following steps and You should not contact GTW directly. If You purchased the tracks directly through GTW, You must contact GTW directly; you may contact GTW at aus@globaltrackwarehouse.com or (02) 6226-4370.
- You (or Your dealer, as appropriate) must first notify GTW of the claim within the Warranty period by providing to GTW proof of purchase and machine hours along with photographs accurately reflecting the conditions of use and the suspected defect. The Warranty request should include at least 8 photos being:
 - **Photo 1** Whole machine with any implements attached
 - **Photo 2** Whole undercarriage of claimed part
 - **Photo 3** Sprocket/Drive Wheel photo showing condition

- **Photo 4** Part defect area showing adjacent features
- **Photo 5** Part defect close up (in focus)
- **Photo 6** Part defect close up (in focus)
- **Photo 7** Photo of logo and part number or size
- **Photo 8** Photo of track serial number

("Notification")

- You (or Your dealer) must comply with requests for further information by GTW for the purpose of it assessing Your warranty claim, within a reasonable time, or this warranty will not apply.
- GTW will make a preliminary assessment as to whether the damage is covered by the warranty and communicate this with You (or Your dealer as appropriate). The preliminary assessment may conclude that:
 - the warranty responds,
 - cover under the warranty is excluded, or
 - GTW requires physical examination to determine if the damage is covered by warranty.
- If cover is not excluded on a preliminary basis,
 - You (or Your dealer, as appropriate) will need to agree with GTW on a date, which is no more than 3 weeks from notification that cover is not excluded on a preliminary basis, for replacement tracks ("**Replacement Tracks**") to be received by You (or Your dealer, as appropriate).
- If GTW requires to physically inspect the tracks to determine warranty response:
 - The Original Tracks must be available for collection by GTW (at the same place the Replacement Tracks were delivered to) within 3 weeks of the Replacement Tracks being delivered/ made available for collection by You ("provided"). You are responsible for delivering the Original Tracks to the delivery location, at Your expense, within that period. You (or Your dealer, as appropriate) must inform GTW that the Original Tracks are ready for collection within 3 weeks of the Replacement Tracks being provided. If the Original Tracks are not available for collection by GTW within 3 weeks of the Replacement Tracks being provided, the Warranty is void and You are liable for the full replacement value of the Replacement Tracks at the list price current at the time of receipt of the Replacement Tracks.

- GTW will, at its expense, collect the Original Tracks and have them examined and inspected (including if considered necessary by the US track compliance centre).
- Within 4 weeks of receipt of the Original Tracks, GTW will let You (or Your dealer, as appropriate) know if the claim falls within the Warranty.
- If the claim is not covered by the Warranty, within 21 days of GTW's notification of such non-coverage, You must pay GTW the full list price as at the date of replacement for the Replacement Tracks.
- If You (or Your dealer, as appropriate) are unsure whether the claim will fall within the Warranty, and You only want Replacement Tracks if pursuant to the Warranty, GTW encourages You to return the Original Tracks (to GTW or Your Dealer) for inspection and determination of Warranty cover by GTW prior to receipt of the Replacement Tracks.

If the Original Tracks are not registered with machine hours, or proof of machine hours was not sent when the claim is submitted, the determination of your share of the price of the Replacement Tracks will be made in GTW's sole discretion, including by examination of the tracks and tread.

Replacement Track Warranty Period

Track repaired or replaced (including prorated replacement) during the Original Tracks' warranty period will have a warranty period limited to the remainder of the Original Tracks' warranty period.