

POSITIVE DRIVE TRACTOR WARRANTY – END USER

Eligibility

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

Coverage

GTW agricultural rubber tracks (“**Original Tracks**”) are warranted for period of 24 months or 2,000 hours of service from date of original purchase, whichever comes first, against defects in materials and workmanship.

If you did not register the track within 30 days of fitting the warranty may be limited to 12 months. The registration form is available on our website: www.globaltrackwarehouse.com.au

I GTW Original Tracks covered by this warranty, will be replaced, or an allowance given towards purchase of replacement track, at GTW's option and in accordance with this warranty.

This warranty only covers the tracks purchased and does not include incidental or consequential losses (including installation costs).

Excluded from Cover

- Notification of defects not received within the warranty period
- Valid proof of purchase not received within warranty period
- Track no longer owned by the original purchasing end user
- NXT track installed on CTS, ATI or GripTrac systems.
- Machinery that is not a tractor such as harvesters and chaser bins which are covered by the general warranty.
- Tracks designed for and/or fitted on ATI Systems or John Deere 8RX which are covered by the general warranty.
- 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, or non-compliance with preconditioning and break in guide.

- 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, 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.
- Incidental or consequential costs (including installation costs)

Warranty Claim Procedure

- 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 on (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
 - **Photo 9** Left-hand side of midroller
 - **Photo 10** Right-hand side of midroller



("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 excluded from cover and communicate this with You (or Your dealer as appropriate).
- If cover is not excluded on a preliminary basis, You (or Your dealer as appropriate) will need to agree with GTW 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). GTW will then, at its own expense, deliver the Replacement Tracks to the relevant dealer (or to an agreed transport depot if there was no dealer).
- 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 new tracks being delivered. You are responsible for the Original Tracks being at the delivery location, at Your expense, within that period. You or the dealer (as appropriate) are to let GTW know the Original Tracks are ready for collection within 3 weeks of the Replacement Tracks being delivered. If the Original Tracks are not available for collection by GTW within 3 weeks of the Replacement Tracks being delivered, 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 agent as appropriate) know if the claim falls within the warranty.
- If the claim is not covered by the warranty, the Replacement Tracks must be paid for to GTW by You at their full list price as at the date of replacement, within a further 21 days.
- If You or Your dealer are unsure whether the claim will falls 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

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Your Dealer) for inspection and determination of warranty cover by GTW prior to receipt of the Replacement Tracks.

Prorated Replacement

If the Original Tracks are more than 6 months old, as at the date of complete notification, from the date of original shipping, or more than 500 hours of service (whichever is the greater), and GTW replaces (instead of repairs) the Original Tracks or provides a refund, then You are responsible for a corresponding proportion of the current list price for the Replacement Tracks as reflected in the following table (whichever is the greater):

Months	% You are responsible for
0-6	0%
7-12	25%
13-18	50%
19-24	75%

Hours of Service	% You are responsible for
0-500	0%
501-1000	25%
1001-1500	50%
1501-2000	75%

If the Original Tracks are not registered with machine hours, or proof of machine hours not sent when the claim is submitted, pro-rata will be at GTW's discretion, including examination of the tracks and tread.

Replacement Track Warranty Period

Track 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.

Consumer Guarantees

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.