

INDUSTRIAL TRACKS 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") industrial track, subject to the below.

Coverage

GTW industrial track ("**Original Track**") is warranted for the period set forth below from the date of original purchase by You against defects in materials and workmanship.

Track Type	Months of Service	Hours Limit
Skid Steer	Six (6) months	N/A
Other Tracks	Twelve (12) months	N/A
Paver Track*	Twenty-four (24) months	1,000

* Warranty period expires at the earlier of expiration of months of service or hours limit.

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.

Excluded from Cover

- Notice of defects not made within the warranty period
- No valid proof of purchase provided within warranty period
- Track no longer owned by the original purchasing end user
- Rapid wear or damage caused by extended transport operations
- Track manufactured more than 60 months prior to warranty request.
- 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, 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.
- 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("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).

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- 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 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 Paver Tracks more than 12 months old, as at the date of complete notification, from the date of original purchase, or more than 1000 hours of service (whichever is the greater), and GTW replaces the Original Tracks or provides a refund, then You are responsible for a corresponding

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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
0-12	0%
12-18	50%
18-24	75%

Hours of Service	% You are responsible for
0-500	0%
501-750	50%
751-1000	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 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.

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.