



## **DAVCRON ENGINEERING TERMS & CONDITIONS - WARRANTY NEW BUILD CONCRETE TRANSIT MIXERS -**

Davcron Engineering Pty Ltd provides warranty to the original purchaser that the new Concrete Transit Mixer manufactured will be free from defects in material and workmanship under normal use and service as set out below.

### **1.1 - Warranty and Relevant Period of Cover**

All warranty is subject from the date of delivery of the unit to the original purchaser.

**PLEASE NOTE: If no 50 hour service is carried out on the Concrete Transit Mixer, warranty may be VOID.**

#### **Warranty Period**

Davcron Engineering Transit Mixer Manufactured Components 12 months

- ZF Geared Head 24 months
- Danfoss Pump and Motor 24 months

### **1.2 - Individual Components Warranty Period**

- Quality and workmanship 12 months
- Trunnion Rollers 12 months
- Coolers 12 months
- Danfoss Pump and Motor 24 months
- Hydraulic Hoses and Fittings 3 months
- Transmittal Gearbox 24 months
- Water Meter 6 months
- Slump Gauge 6 months
- Pause Valves 6 months
- Manual Chute Jacks 12 months
- Water Guns 6 months
- Drive Shafts 12 months
- Chute Cylinders 12 months
- Actuators 6 months
- ZF 3301, 4300 24 months
- Remote Control 12 months
- All other items 6 months

If upon inspection on arrival/or onsite Davcron Engineering Pty Ltd or their designated representative deems that the alleged defective part is defective in material or workmanship, the part will be repaired or replaced at no charge to the original purchaser.

### **1.3 - Warranty Repairs**

All warranty repairs are to be carried out at Davcron Engineering workshops, either in Granville or West Gosford, or by a certified agent should that be deemed required by Davcron Engineering Pty Ltd at their discretion and subject to Davcron Engineering's suppliers Terms and Conditions.

**PLEASE NOTE:** Warranty does not include and cover charges for travel, downtime or loss of income OR CONSEQUENTIAL DAMAGES

#### **1.4 - Warranty Conditions**

1. All labour costs, other than those relating to employees and agents of Davcron Engineering Pty Ltd, in replacement of defective parts and costs relating to the transportation of such parts are the responsibility of the purchaser.
2. In the case where personnel other than Davcron Engineering or their designated agent mount or incorporate Davcron Truck Mixer on a chassis, or another device that does not support or allow the mixer to be operated normally and effectively, Davcron Engineering bears no or will take any responsibility for the effective operation of the mixer and any resultant warranty claims relating to the third parties mounting work.
3. Warranty does not extend to rectification of paint work damage due to the operating conditions, industrial fallout and/or abuse.
4. This warranty covering the Concrete Transit Mixer does not apply or extend to mixer components or accessory equipment such as (but not limited to), batteries, engines, transmissions, hydraulics etc. which are not manufactured by Davcron Engineering Pty Ltd. These components and accessories are covered by the warranty (if applicable) by their respective manufacturers as set out Clause 1.2
5. If any part of the Concrete Transit Mixer, except those parts listed in Clause 1.2, are claimed to be defective during first 12-month period by the original purchaser, they shall immediately notify Davcron Engineering Pty Ltd with the particulars of the alleged defect. Subsequent to notification Davcron Engineering Pty Ltd may determine if the defective part must be returned to one of their business locations, and the return of that part will be prepaid by the original purchaser.
6. Davcron Engineering Pty Ltd reserves the right to make changes and improvements to the products without incurring any obligations whatsoever to install or make any changes and improvements to the products already supplied.

This WARRANTY is expressly in lieu of all other warranties, expressed or implied, and NO RESPONSIBILITY or LIABILITY is assumed or accepted for consequential damages, losses or injuries, expenses, losses or delays due to any failure. The WARRANTY does not exclude any rights implied in favour of any customer by any applicable State, Federal or International legislation.

#### **1.5 - Passing of Property**

The customer of Davcron Engineering Pty Ltd agrees that the legal title to the ownership of the goods as defined in the quotation is retained by Davcron Engineering Pty Ltd and is only transferred to the customer upon payment of the relevant Tax Invoice as supplied by Davcron Engineering Pty Ltd. Where Davcron Engineering Pty Ltd has not been paid in full for the good supplied and they are delivered to the customer, the customer agrees to keep and store the goods in such a way that they are clearly the property of Davcron Engineering Pty Ltd and are able to be recognised as such.

The Customer and its legal assigns hereby irrevocably give Davcron Engineering Pty Ltd, it's employees and agents leave and licence to enter on and into any premises occupied by the customer without notice to search for and remove any of the goods supplied, so long as monies are owing by the customer to Davcron Engineering Pty Ltd. The customer agrees that Davcron Engineering Pty Ltd shall not be liable to the customer, of any person or company, claiming through the customer for such action taken by Davcron Engineering Pty Ltd.

#### **1.6 - Damages**

Davcron Engineering Pty Ltd will accept NO claim for consequential damages unless otherwise stated in writing. No claim for loss/damages will be paid for delay caused by strike, lockout, riot, civil commotion, act of God or other like power beyond the control of Davcron Engineering Pty Ltd.

#### **1.7 - Davcron Engineering Pty Ltd Terms and Condition of Sale**

##### **1.7.1 - Acceptance of Sale**

Acceptance must be in the form of Official Company Purchase Order No., in writing by letter or email confirming the quotation price and specifications as set out in the quotation.

##### **1.7.2 - Price**

Prices do not include delivery and or insurance unless otherwise specified.

#### **1.7.3 - Insurance**

Unless otherwise instructed by the customer, insurance cover of goods in transit will not be arranged. Davcron Engineering Pty Ltd will only accept instructions from the customer for insurance cover if received by Davcron Engineering Pty Ltd in writing from the customer at the time of order.

#### **1.7.4 - Terms of Payment**

Payment terms will be determined at the time of quotation by Davcron Engineering Pty Ltd to the customer. The stated terms will determine the delivery/release of goods to the customer.

#### **1.7.5 - GST**

All taxes, duties and commissions unless otherwise stated are will be added to the customers Tax Invoice. The TOTAL quoted price will be inclusive of GST and any such GST shall be paid by the customer at time of settlement of the Tax Invoice.

#### **1.7.6 - Default**

Should any term of credit be granted to the Customer, all monies owing by the customer to Davcron Engineering Pty Ltd shall immediately come due and payable as of the due date. Should the customer not pay by the due date, Davcron Engineering has the right as the seller to exercise their right as set out in Clause 1.5, if:

- a) The customer defaults on payment of any monies owed to Davcron Engineering;
- b) The customer ceases to carry on the business or threatens to do so;
- c) The customer is in the opinion of Davcron Engineering Pty Ltd unable to pay its debts as and when they fall due;
- d) The customer commits an act of bankruptcy;
- e) A petition for winding up is presented;
- f) An administrator or a receiver and/or manager is appointed in any of its assets or it enters into an arrangement with its creditors which may become a scheme of arrangement or composition of creditors under the Bankruptcy Act

And further, Davcron Engineering Pty Ltd reserves the right to cancel the contract without liability on its part and receive reasonable compensation for material purchased and ordered and labour expended.

#### **1.7.8 – Delivery**

Whilst Davcron Engineering Pty Ltd will use best endeavours to secure delivery by the date specified, it DOES NOT GUARANTEE delivery on that date and will not be liable for any costs or damages incurred by the customer for the late delivery.

**Davcron Engineering Pty Ltd**

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