

LIMITED WARRANTY FOR NEW SPIDER EQUIPMENT

GENERAL PROVISIONS – The warranties described below are provided by DVOŘÁK – svahové sekačky s.r.o. (“Spider”) to the original purchaser of new equipment from Spider or authorised Spider Distributors/Dealers. Under these warranties Spider will repair or replace, at its opinion, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a Distributor/Dealer or service centre authorised by Spider to sell and/or service the type of equipment involved, which will use only new or remanufactured parts or components furnished by Spider. Warranty service will be performed without charge to the purchaser for parts and labour. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the Distributor’s/Dealer’s or service centre’s place of business, for any premium charged for overtime labour requested by the purchaser, and for any service and/or maintenance not directly related to any defect covered under the warranties below, including the necessity to clean the machine.

1. Spider provides Warranty:

- 36 months for the Distributor/Dealer from the day the Product was delivered to the Distributor/Dealer
- 24 months/800 working hours, whichever happens first, for the Customer after purchase and registration of the following products: Spider CROSS LINER, Spider ILD01, Spider ILD02, Spider 2SGS, Spider 3RIDER.
- 12 months/400 working hours, whichever happens first for the Customer after purchase and registration of the following product: Spider CROSS LINER lite when used commercially. For any natural person the warranty has to comply with local legislation.
- 3 months for new Spare Parts delivered outside the Product Warranty from the day these were delivered to the Customer, but only under the condition that these were installed and mounted by an authorized service Distributor/Dealer. Otherwise the Warranty is forfeit.
- For new spare parts delivered under Warranty the Warranty period expires together with the Warranty period of the whole Product

2. The Distributor/Dealer is obliged to ensure performance of warranty inspections on the Product as prescribed in the Operator’s Manual.

3. In order for a warranty claim to be acknowledged, the purchaser must have had all prescribed warranty inspections performed and recorded.

4. In case of defects reclaimed by the Customer in terms of the warranty period, the Distributor/Dealer assesses and determines whether this concerns a defect in the warranty period, which can be acknowledged (acknowledged warranty) or not and ensures repairs are carried out.

5. If the Distributor/Dealer assesses the defect as one that can be acknowledged (acknowledged warranty), they are obliged to request in writing that Spider acknowledges such warranty repair at the latest within one month after the end of the month in which such warranty repair was performed. This can only be done through a standard “Warranty Claim Report” form. Such request will include all information about the method of assessment and solution of the warranty (description of defect, identification of defect, description of repair, list of defective parts, hourly work by the service centre, specification of costs for repair, photo/video documentation of the repaired part). Spider is obliged after investigation, to make a decision on this request as whether to acknowledge the warranty or not.

6. Spider will make a decision about the acknowledgement of the warranty claim without unnecessary delay, latest within 60 days since the warranty claim is filed.
7. If the warranty is acknowledged, Spider will write out a credit note to the Distributor/Dealer for costs connected with the warranty repair – i.e. the cost of spare parts and the hourly rate for service work according to the valid repair norms.
8. Spider is entitled to reject such warranty claim if the warranty was acknowledged by the Distributor/Dealer in conflict with the warranty conditions. In such a case, Spider is not obliged to reimburse the Distributor/Dealer for costs for performance of such warranty repair work.
9. Acknowledged warranty repairs of commercial models (Spider CROSS LINER, Spider ILD01, Spider ILD02, Spider 2SGS, Spider 3RIDER) up to the level of EUR/USD 100.00 (one hundred EUR/USD) per case are not covered by Spider, costs connected with such repairs are covered by the Distributor's/Dealer's profit margin.
10. The Distributor/Dealer is obliged to ensure clear marking and storage of damaged spare parts, which were replaced under warranty for the period of min. 12 months, as well as of all-important documents pertaining to such warranty repair.
11. The selling Distributor/Dealer has no authority to make any warranty, representation, condition or promise on behalf of Spider, or to modify the terms or limitations of this warranty in any way and makes no warranty on any other item unless it delivers to the purchaser a separate written certificate specifically warranting the item.
12. Spider is not responsible for the following: (1) Used equipment; (2) Any equipment that has been altered or modified in ways not approved by Spider, including, but not limited to, setting injection pump fuel delivery above Spider specifications; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operation instructions, misuse, lack of proper protection during storage, or accident; (4) Any repairs done by the Customer; (5) Normal maintenance parts including blades, hydraulic hoses, belts, bearings, spark plugs, filters, chains, tires, winch ropes etc. and service.
13. To secure warranty service, the purchaser must (1) Report the product defect to an authorised Distributor/Dealer and request repair within the applicable warranty term, (2) Present evidence of the warranty start date, and (3) Make the equipment available to an authorised Distributor/Dealer or service centre within a reasonable period of time.
14. Every Distributor/Dealer must ensure that the Product is registered by the Customer on www.slope-mower.com/machine-registration/ within seven (7) days after delivery in order to receive the full warranty of 24 months/800 working hours, whichever happens first.
15. All Demo units will be registered by Spider on the date of delivery to the Distributor/Dealer. All Demo units will be appointed by Spider.

In Pohled, April, 2020