

USER WARRANTY POLICY

Dear Customer, thank you for purchasing your product from Seriousmowers.com, a trading name of E P Barrus Limited (EPB). We hope you will be happy using it. In the unlikely event that your product needs guarantee service, please contact your installing dealer or contact us at either:

customerservices@seriousmowers.co.uk

Or Telephone 0845 05 116 38 (Local rate call number)

Users Statement of Warranty:

Each new machine is warranted against defective material or assembly of material under normal usage. The warranty applies to the original purchaser and covers faulty parts and the labour involved in replacing and repairing those parts, which are of original manufacture.

Period of Warranty:

All MTD products, Agri-fab and Lawnflite domestic products.

1. a. 1 year from date of sale to the first domestic user.
2. b. 90 days from the date of sale when used for the commercial use or hire.
3. c. Replacement spare parts (fitted by an authorised EPB service agent) 90 days

All Lawnflite Pro products.

1. a. 1 year from date of sale to the first user.
2. b. 90 days when purchased for hire
3. c. Replacement parts (fitted by an authorised EPB service agent) 90 days
4. d. Honda GCV engines fitted to Lawnflite Pro - 3 months warranty from date of purchase when used for professional use.

Optional 2nd year warranty:

Available on Lawnflite, Yardman, Cub Cadet Tractors, Lawnflite Pro and Yardman rotary mowers when used by domestic users. The optional 2nd year warranty is available providing the following procedures are carried out.

1. a. The dealer registers the sale within 14 days of the installation using the appropriate section of the 2-year warranty card. (Note all registrations will be recorded and any not found will have 2nd year warranty rejected).
2. b. The owner must have the tractor/rotary mower serviced within the first twelve months from the date of purchase and returns the 2nd year warranty section of the service card for the unit to be registered. (Units that 2nd year warranty is submitted for, but has not been registered, will be rejected).

What this warranty Policy does not cover:

1. a. The warranty policy does not cover any depreciation or damages caused by ordinary wear, rusting or corrosion, lack of correct maintenance or operation, misuse, abuse, lack of transportation or accident.
2. b. The warranty policy does not cover any costs necessary for the standard periodic maintenance services instructed by the operators manual, or service parts replacement which would include oil, filters, tyres, belts, brake linings, fuses, blades, seals, and other service parts unless it can be proven that the item has evidence of faulty manufacture.
3. c. The warranty policy will not cover failure or damage caused as a result of parts or accessories being modified without the written approval of EPB.

4. d. The warranty policy will not cover the unit if non-genuine parts have been fitted and as a result damage has occurred to the unit.
5. e. The warranty policy is non-transferable and is only applicable to the original purchaser.

Disclaimer:

1. a. The warranty is only a remedy for defects of products EPB never warrant in terms of the merchantability or the fitness for a particular purpose.
2. b. No person is authorised to make any warranties, representations or promises, expressed or implied, on behalf of EPB, or to modify the terms, conditions or limitations of this warranty policy in any way.
3. c. Neither EPB nor any company affiliated with EPB shall be liable in any event or manner whatsoever for incidental or consequential damages or injuries, including, but not limited to, loss of crops, loss of profits, rental of substitute equipment or other commercial losses.
4. d. Except as stated above EPB, makes no guarantee (express, implied, statutory or otherwise) regarding product quality, performance, accuracy, reliability, fitness for a particular purpose, or otherwise. If this exclusion is not permitted or fully permitted by applicable law, EPB excludes or limits its Guarantee only to the maximum extent permitted by applicable law. Any warranty that cannot be fully excluded will be limited (as far as permitted by applicable law) to the duration of this Guarantee.
5. e. EPB's only obligation under this Guarantee is to repair or replace products subject to these Guarantee terms and conditions.
6. f. EPB is not liable for any loss or damage relating to products, service, this Guarantee or otherwise, including - economic or intangible losses - the price paid for the product - loss of profits, revenue, enjoyment or use of the product or any associated products - indirect, incidental or consequential loss or damage. This applies whether that loss or damage relates to: impaired or non-operation of the product or associated products through defects or unavailability while with EPB or it's authorised specialist dealer, which caused downtime, loss of user time or business interruption. This applies to loss and damages under any legal theory, including negligence and other torts, breach of contract, express or implied Guarantee, and strict liability (even where EPB or it's authorised specialist dealer has been advised of the possibility of such damages). Where applicable law prohibits or limits these liability exclusions, EPB excludes or limits its liability only to the maximum extent permitted by applicable law. EPB's liability under this guarantee will in no case exceed the price paid for the product, but if applicable law permits only higher liability limitations, the higher limitations apply.

Your legal rights reserved:

Consumers have legal (statutory) rights under applicable national laws relating to the sale of consumer products. This guarantee does not affect statutory rights you may have nor those rights that cannot be excluded or limited, nor rights against the person from whom you purchased the product. You may assert any rights you have at your sole discretion.

Law:

This warranty will be governed by the laws of England and in the English language.