For Garden Products

OWNER'S WARRANTY

IMPORTANT. Please read the Owner's Manual and Warranty before using this product. The Warranty does not cover damage due to misuse or failure to follow the instructions.

Masport

THE MASPORT EXPRESS WARRANTY
RIDE-ON PRODUCTS

1. Warranty provider

1.1. The Express Warranty set out below is provided by Masport Limited, a New Zealand company located at 320 Ti Rakau Drive, East Tamaki, 2013, Auckland, New Zealand. For any questions regarding this Express Warranty or to make a warranty claim call 0800 627 767 (New Zealand) or 1300 366 225 (Australia), or contact your local Masport Specialist retailer.

2. General warranty coverage

2.1. The New Zealand Consumer Guarantees Act 1993 ("New Zealand Consumer Act") and the Australian Competition and Consumer Act 2010 (including the Australian Consumer Law 2011) ("Australian Consumer Law"), as well as other laws in each of those jurisdictions, guarantee or imply certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of our products sold in New Zealand and Australia respectively.

2.2. For products sold in New Zealand, these conditions, warranties and undertakings cannot be modified or excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Act.

2.3. For products sold in Australia, 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 for 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. What constitutes a major failure is set out in the Australian Consumer Law.

3. Express Warranty

3.1. Where the Product is for Personal Use, Masport will repair or replace (at Masport's sole option) each Product Component in the table below, that suffers from a material defect in workmanship or materials from the date the Product is originally purchased until the end of the warranty period set out in the table below for each Covered Product Component .

Covered Product Components	Domestic
Battery	90 Days
Engine & Transmission	See Manufacturers Warranty for these Parts
Masport ZTR Series Rideon	2 years, plus 1 year upon registration (3 years total)

3.2. Despite the warranty period listed above, where the Product is used for business, commercial, industrial, institutional, rental or other income-producing purposes, the warranty period for each Product is 3 months from the date the Product is originally purchased.

3.3. For both the Express Warranty for Personal Use and Commercial Use:

(a) the Express Warranty is subject to Masport firstly verifying the existence of the material defect and determining that the warranty claim is valid. Any repaired or replaced product will be covered by the Express Warranty for the remainder of the original warranty or usage period only; and

(b) The repair or replacement by Masport may be performed by a Masport agent or Specialist Retailer. You will not be charged for any labour costs involved in the replacement or repair, but you must bear the cost of transporting or delivering the Product to and from the location of the Masport agent or Specialist Retailer where the warranty claim is made.

3.4. Masport warrants that repair facilities and spare parts will be made available for each Product only from the date the Product is originally purchased until the end of the applicable warranty period as set out in clauses 3.1 and 3.2, but for no longer period.

4. Exclusions from Express Warranty

4.1 The Express Warranty does not apply where any defect, malfunction or failure is caused or contributed to by any of the following:

(a) engines or transmissions as these are protected by their manufacturers' warranties - refer to the Engine Manufacturer's Warranty in the Engine/Owner's Manual supplied with your Ride-on lawnmower;

(b) failure to follow the fuel selection instructions, engine and product operating and maintenance instructions;

(c) modification, repairs or alteration of the Product carried out by persons other than authorised Masport service agents;

(d) acts or omissions by anyone other than Masport after the Product has left Masport's control;

(e) normal wear and tear;

(f) accidental damage, neglect, misuse;

(g) any event outside of Masport's reasonable control, including without limitation, adverse weather conditions;

(h) sharpening or setting of blades; or

(i) pre-delivery assembly of the Product by anyone except for Masport, Masport authorised service agents or any other person authorised by Masport.

5. Express Warranty in addition to consumer protection laws

5.1. Despite anything else in this warranty card, nothing in this warranty card will exclude, limit or modify any Consumer Protection Warranty or any liability of Masport imposed by applicable law if to do so would be unlawful or make any part of this warranty card void or voidable.

5.2. The Express Warranty is in addition to any Consumer Protection Warranty that may apply, for example, under the New Zealand Consumer Act or the Australian Consumer Law, or under the laws of the place where the Product was purchased. To the extent permitted by applicable law, Masport's liability for breach of any warranty, term, condition, guarantee or similar that cannot be excluded under the New Zealand Consumer Act or Australian Consumer Law (other than those under sections 51 – 53 of the Australian Consumer Law, to the extent applicable) is limited (at Masport's sole option) to Masport repairing or replacing the relevant Product or Product Component or paying for such repair or replacement.

6 No other warranties or liability

6.1. Except as otherwise provided in the Express Warranty, all express or implied warranties, guarantees, conditions or terms in relation to the Product and Product Components (other than those which cannot be excluded or limited under the New Zealand Consumer Act, the Australian Consumer Law or the laws of the place where the Product is purchased) are expressly excluded to the extent legally permitted.

6.2. All statements, technical information and recommendations about the Product and Product Components are believed to be reliable, but do not constitute a guarantee or warranty. No statements, representations or recommendations other than those contained in the official technical information published by Masport, will bind Masport, unless made in writing signed by an authorised representative of Masport.

6.3. Subject to Clause 5, in no event will Masport be liable (whether in contract, tort, negligence or in any other way) for;

(a) loss of profits or savings, loss of goodwill or opportunity, loss of production or wasted time; or

(b) loss, damage, cost or expense of any kind whatsoever which is indirect, consequential, or of a special nature,

arising directly or indirectly from the Product, even if Masport had been advised of the possibility of such damages.

6.4. Subject to Clause 5, in no event will Masport's total liability under any claim of whatever nature arising directly or indirectly from the Product exceed the price you paid for the Product.

6.5. This warranty card embodies the entire agreement between you and Masport in relation to the subject matter of this warranty card and supersedes all prior understandings, communications and representations between you and Masport, whether oral or written. No amendment to this warranty card will be effective unless in writing and signed by an authorised representative of Masport. You may not assign or transfer the Express Warranty without the prior written consent of Masport. This warranty card will be governed by the law of New Zealand for Products purchased in New Zealand and the laws of Australia for Products purchased in Australia. You and Masport will be subject to the non-exclusive jurisdiction of the New Zealand and Australian courts.

7. How to obtain service for a faulty Product

7.1. You must return the Product to the place of purchase or any Masport specialist retailer, along with reasonable evidence of the date the Product was purchased, for example, an original receipt.

7.2. Masport or its agent will assess the claim and if accepted, will repair or replace the Product or Product Component in accordance with the normal practices of the relevant Masport service agent.

7.3. All claims under any Express Warranty must be made within the relevant warranty period or usage period.

8. Definitions

In this warranty card:

8.1. "**Commercial Use**" means any use of the Product for business, commercial, industrial, institutional, rental or other income-producing purposes;

8.2. "**Consumer Protection Warranty**" means any warranty, guarantee, term, condition, right or remedy implied or imposed by applicable law;

8.3. "**Express Warranty**" means the Express Warranty for Personal Use set out in Clause 3.1 and the Express Warranty for Commercial Use set out in Clause 3.2;

8.4. "**Masport**" means Masport Limited, a New Zealand company located at 320 Ti Rakau Drive, East Tamaki, 2013, Auckland, New Zealand with an Australian office located at 27 Commercial Drive, Dandenong South, Victoria 3175, Australia;

8.5. "**Personal Use**" means any use that is not Commercial Use;

8.6. "**Product**" means the Masport product accompanying this warranty card;

8.7. "**Product Component**" means each component of the Product set out in the table under clause 3.1, excluding engines and transmissions; and

8.8. "**You**" means the original purchaser of the Product.

Thank you for purchasing your Masport product. We know that you'll enjoy it!
To register your product warranty, simply visit our website: www.masport.com.

Failure to register your product warranty will not affect your rights under any Consumer Protection Warranty, however registration may help Masport deal with any warranty claim more efficiently.

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