

Equipment Warranty Statement

Operation and Care

We wish you to be satisfied with your new Seisan Machinery unit. For the best satisfaction and machine longevity, we encourage you to use the Seisan Machinery Authorized Services during and after your warranty period for all your calibration and maintenance needs. We are committed to providing proper repair and calibrations to maximize the performance and longevity of your Seisan Machinery unit.

Considering the investment you made in your new Seisan Machinery unit, we know you want to operate and maintain it properly. We encourage you to review the unit's Operation Manual (provided with the unit) and follow the recommended procedures. If you have any questions on how to keep your unit in good working condition.

Maintenance Records

Seisan will record all the maintenance records in our system, and we highly advise you to retain certifications and records of regular unit maintenance. These documents are very important and can be helpful in determining the cause of a malfunction, should one occur.

Warranty Period

The warranty becomes active upon the date of purchase and is valid for either three (3) years or three thousand (3000) hours, whichever occurs first. If regular maintenance is performed by Seisan Machinery Authorized Service according to the Service Schedule, the warranty period will be extended up to five (5) years or five thousand (5000) hours, whichever occurs first.

The Warranty covers repairs to correct any unit defects related to materials or workmanship existing at the time of warranty. All requests must be approved by Seisan Machinery prior to any work being performed during the Warranty Period. Specific exceptions to the Warranty are listed in the Exclusions section.

Seisan Machinery will provide repairs to the unit during the Warranty Period in accordance with the Terms, Limitations, and Conditions. This is the sole Warranty provided by Seisan Machinery.

Exclusions of Warranty

Unit components subject to normal wear during the Warranty Period are not covered by Warranty and include the following items which includes but not limited to:

Pump Seals, Light Bulbs, Indicator Lamps, Pads, Lead Plates, Hoses, Pins, Cables, Fuses Circuit Breakers, Filter, Clutch and brake linings, Window glass, Lubricants, coolants, and fluids, Belts, Cutting blade and tines, Bucket teeth, Injection nozzles, Spark plugs, Tires and tracks

Parts rupture or damage caused by part handling/misuse or corrosion due to exposure to caustic materials, voids the Warranty.

Component failure caused by customer misuse/abuse of the unit (e.g. exceeding the unit's stated duty cycle or using incompatible materials), voids the Warranty.

Refund

We only accept refund and return in certain circumstances, which includes but not limited to:

You may return most new, unopened items for a full refund within 7 days of delivery. These items should be in their original packaging and have their serial number. Special order returns are at our discretion on a case-by-case basis. If you would like to make a return or exchange, you must contact us by phone or email promptly.

All returns will be subject to a 15% restocking fee. Remember, if you would like to return or exchange your item, you must contact us and have the approval before sending it back. Items returned to us without notification will not be eligible for a refund or exchange.

Returns will not be accepted on items that are:

Opened or used

Missing serial number or parts

Special orders (returned at our discretion)

Returned more than 7 days after delivery.

Returned without notification.

Implied Warranty

Nothing in these Warranty Conditions shall be read or implied so as to exclude, restrict or modify any condition, warranty, guarantee, right of remedy implied by law including under the provisions of the Competition and Consumer Act 2010 (Cth) and which by law cannot be excluded, restricted or modified. The only remedies the Purchaser has for SEISAN Machinery equipment are those set out in these Warranty Conditions or such remedies as are specified by statute, and which are not capable of exclusion.

Terms, Limitations, and Conditions

Maintenance

All units require periodic maintenance, as outlined in the unit's Operation Manual, and it is the responsibility of the customer to perform regular maintenance. Failure to properly maintain the unit and perform regular maintenance may void the Warranty.

Damage from Accident, Misuse, or Alteration

Damage or failure caused by an object striking the unit, fire, theft, freezing, environmental exposure, exceeding the duty cycle, modifying or altering the unit, and/or any other misuse is not covered under the Warranty. Damage or failure due to acts of god (flood, tornado, etc.) or acts of war are not covered under the Warranty.

Extra Expenses

Economic loss or extra expense due to unit damage/failure is not covered under the Warranty. Under no circumstances is Seisan Machinery liable for any indirect, incidental, or consequential damages due to unit damage or failure.

Disclaimer

Seisan Machinery makes no other warranty, express or implied, and specifically disclaims any warranty of merchantability or fitness for a particular purpose. Suggestions concerning use of products are not warranties. The customer assumes the responsibility for determining suitability of products and appropriate use. Seisan Machinery's sole liability, for breach of warranty, negligence or otherwise, shall be the repair of the unit as specified in this Warranty.

Other Terms

Seisan Machinery does not authorize any person or persons to create any other obligation or liability in connection to this unit. Any shipping damage should be brought to the attention of both the freight carrier and Seisan Machinery as soon as possible.

Mediation and Arbitration

Seisan Machinery takes complaints, disputes and differences very seriously. If any dispute arises relating to products or product warranties, it must promptly give the other notice in writing.

With 14 days of a party giving notice, the other party must provide to the first party a written response stating its position and thereafter:

(a) within 7 days of that response, the respective involved managers must meet in person at least once to try to resolve the dispute in good faith in a first meeting

(b) failing a resolution within 7 days of that meeting, within a further 7 days, more senior delegates of each manager must meet in person to try to resolve the dispute in good faith in a Second Meeting.

(c) failing a resolution within 7 days of the second meeting, within a further 7 days from that meeting, the managing director of the Customer and a General Manager of Seisan must meet in person to try to resolve the dispute in good faith in a third meeting.