



# FDC Limited Guarantee

The FDC\* Limited Guarantee for new Final Drives shall be subject to the following terms and conditions:

## GENERAL

The Final Drive Centre (FDC) guarantee guarantees to the purchaser that the Final Drive will be free of defects, in material and workmanship for the designated guarantee period as specified in Appendix A. The guarantee period commences at the time of product delivery with the end user. This guarantee does not cover damage due to incorrect fitting, rust, accident, loss, improper use, abuse, negligence, repairs carried out by anyone other than a FDC (Final Drive Centre) approved workshop or modification of or to any part of the product. Normal wear and tear is not covered under the guarantee. If the Final Drive fails while being used as it was intended to be used, we will at our discretion, repair, replace, substitute the defective product with a product of equal value or issue a refund for the value of the goods upon receipt of the failed Final Drive by the approved FDC partner.

Any dispute arising in relation to this Guarantee will be subject to English law.

## GUARANTEE COVERAGE

This Limited Guarantee is only applicable in the countries listed in Appendix 'B' and is not applicable to any original purchase outside that territory.

This Limited Guarantee covers the costs of parts and labour required to restore your Final Drive to full working order.

All exchanged Final Drives and parts replaced under this guarantee will become the property of FDC.

Some parts (e.g. hydraulic fittings) can be easily replaced by the customer themselves. FDC may at its sole discretion decide to send those parts to the end-user. Upon receipt of any replacement part by the end-user, the original part becomes the property of FDC. If requested by FDC, the original part must be returned to FDC. In the event that the original part is not received by FDC within fifteen (15) working days following the end-user's receipt of the shipment instructions, the end-user will be charged the retail value of the replacement part.

## **ADDITIONAL COSTS**

FDC is not liable for any transport, delivery or insurance costs, import duties, taxes, licensing fees, any charges from telephone / email communications as a consequence of the failure of the Final Drive.

## **LIMITATION OF LIABILITY**

To the extent permitted by applicable law, in no event shall FDC or its authorised service provider be liable for loss of business profits, lost savings or other special, incidental, exemplary or consequential loss or damages arising out of or resulting from the use of or inability to use the Final Drive or parts thereof and/or any supplied written materials, even if FDC, its supplier, an authorised FDC representative, service provider or dealer have been advised of the possibility of such loss or damages. To the extent permitted by applicable law, any liability of FDC or its supplier shall be limited to the purchase price of the Final Drive.

## **TECHNICAL ASSISTANCE**

Any technical assistance provided by an authorised FDC partner's personnel or representatives in system design is construed to be a proposal and not a recommendation. The responsibility for determining feasibility rests with the user and should be subject to test.

## **CLAIMS**

Before contacting FDC to make a claim, please:

Check if your Final Drive is connected to the hydraulic system of your machine correctly as per the supplied FDC fitting instructions.

Note down the Final Drive part number / code and serial number from the identification plate fitted to the Final Drive.

No claim will be considered if the serial number has been removed, damaged or made illegible.

Your FDC Limited Guarantee is a return to base Guarantee service.

To obtain support, please log on to <https://finaldrive.eu/about-fdc/global-network> locator and find your nearest FDC dealer.

Contact the Final Drive Centre in the country where you are located, or find your nearest FDC dealer.

FDC will attempt to resolve guarantee issues over the telephone and may require your assistance in performing routine diagnostic procedures in connection with this call. Should the authorised FDC partner isolate a malfunction with your Final Drive, you will be provided with an identification number and service instruction by the most convenient means (e.g. e-mail, voice).

Under the terms of this return to base guarantee service, you will be required to deliver your Final Drive to an FDC authorised service provider for, at FDC's discretion, a repair, replacement or refund and to arrange for its collection on completion of a repair or replacement. You must pay any shipping charges, taxes, or duties associated with transportation of the Final Drive to and from the FDC authorised service provider. In addition, you are responsible for insuring the goods both for delivery and collection as neither FDC nor the partner offering Guarantee service on FDC's behalf, have any liability for damage or loss in transit.

## Appendix A

### DESIGNATED GUARANTEE PERIOD

<b>Excavators</b>	
<i>Canada</i>	<b>3 Years</b>
<i>All other territories</i>	<b>2 Years</b>
<b>Forestry Equipment</b>	<b>1 Year</b>
<b>Tracked Carriers</b>	<b>3 Months</b>
<b>Tracked Dumpers</b>	<b>3 Months</b>
<b>All other track laying equipment</b>	<b>1 Year</b>

## **Appendix B**

### **COUNTRY COVERAGE**

This Limited Guarantee applies to product purchased in the following countries:

Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Senegal, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, USA, United Kingdom.

\*FDC is a trading name for Plant Parts Ltd. England.