

AMC GENERIC WARRANTY POLICY GUIDE

The AMC Board of Directors and the CWEDA Board of Directors have both agreed that the following generic warranty agreement could be used as a guideline for developing a warranty contract. We recommend that you consult with your lawyer in developing this agreement for your Company.

1. The Purpose of Warranty

Warranty assures the purchaser that should a defect in material or workmanship occur during the warranty period, (Company) will assume specific repair responsibilities, as listed in the warranty statement. The warranty statement is to be provided to each purchaser of each piece of new equipment. Subject to the respective provincial law warranty begins on the date the product is delivered to the original purchaser of the product. Once the warranty period has begun, it cannot be stopped or interrupted.

2. Dealer Responsibilities

The following responsibilities are to be performed when the dealer delivers a product to the purchaser or otherwise places it into warranty service:

- (1) Complete the Warranty Registration Form and forward to (Company) within 30 days of the sale of the product. Warranty reimbursement is contingent upon product registration.
- (2) Review warranty statement, operator's manual and complete deliver report with purchaser to assure understanding of purchaser's responsibilities as related to warranty, service and the proper and safe operation of the product. Purchasers should be advised to have failed parts repaired or replaced immediately upon failure and that continued use will result in additional damage and excessive wear.
- (3) Contact manufacturer prior to beginning repair or replacement of failed parts to make certain that the cost of repairs are consistent with the value of the product when sold. Warranty requests for units in dealer's inventory may be submitted to (Company) when defects are noted in products prior to the retail sale of the unit.
- (4) Provide warranty and service repairs as directed by (Company's) Service Repair bulletins or other instructions.
- (5) All warranty claims must be completed within 30 days of repair.
- (6) No warranty will be allowed on units delivered to the retail customer prior to the full payment of that unit to the manufacturer by the dealer.

3. (Company's) Responsibilities

- (1) Reimbursement for parts used in warranty repair will be credited only when the parts are purchased from (Company). Parts will be credited at dealer's net cost plus _____%, plus freight. No Warranty will be allowed on parts that are past due.
- (2) Warranty labor reimbursement for labor expense is made by payment of _____% of dealers retail labor rate, or \$XX.XX per shop hour. Labor is not paid on the warranty associated with repair parts purchased by the retail customer that are used on a product that is not currently in warranty time frame.
- (3) Reimbursements for repairs made by outside sources (not dealer personnel) will be made for those services deemed necessary for the resolution of the warranty by (Company's) Warranty Department. Outside repair invoices must have prior approval from (Company's) Service Department and must be attached to the warranty claim after approval.
- (4) Dealer should use parts from their parts inventory first. In the event that parts must be shipped from (Company), freight will be paid by (Company) (Dealer) and will be shipped by the most economical means to arrive in the shortest possible time period. Air, next day air, priority and other special shipment methods provided by the dealer will be at customer's expense.
- (5) Payments to the dealer for warranty reimbursement must be completed within 30 days of (Company) receiving the warranty claim.
- (6) Travel time and diagnostic time for warranty work in the dealers area of responsibility will not be paid unless prior approval is obtained from (company) in advance of the repair.

4. Other Warrant Provisions

The following guidelines are to be followed when performing warranty repairs:

- (1) In all cases, the most economical repair should be performed unless otherwise directed. Credit will not be allowed for assemblies, or groups, if it is practical to make the repair with individual parts. In some cases, the assembly, or group price may be less than the total or the parts and labor required to complete the repair. In those cases, an assembly, or group, may be used.
- (2) Only those parts approved by (Company) are covered under Warranty. The use of parts from other sources will not be eligible for warranty consideration.
- (3) All parts removed during warranty repair should be held for a period of 60 days after the warranty claim has been submitted to (Company). These parts can be discarded if disposition or return request hasn't been made during this period. Parts that are returned

to (Company) for which credit has not been issued can be returned upon dealer request within 30 days of claim disposition. These parts will be discarded after the 30-day period.

- (4) (Company) reserves the right to deny or reverse any and all warranty claims for parts, labor, or miscellaneous charges when errors are found or warranty provisions are abused or fraudulent claims are submitted.

(5) Warranty reimbursement is not possible:

- a. If parts returned are not cleaned or properly identified, or if they are damaged in return shipment due to poor packaging.
 - b. When failure falls under the “limitations” as identified in the Warranty Statement.
 - c. When (Company) has requested the return of certain parts, assemblies or information and has not received material within 45 days or date posted on return request.
 - d. On claims due to damage or shortage that are obviously the responsibility of dealer or the delivering carrier.
 - e. On the entire claim when warranty policy and provisions are not followed.
- (6) When (Company) has requested the return of certain parts, assemblies or information it is (Company's) responsibility for the freight costs.

All dealers will warranty their technician's work to the purchaser and will indemnify (Company) for such claims.

5. Service Bulletins

Service Bulletins will be issued when necessary to alert dealers of special repairs. Each Bulletin will give detailed directions and procedure to complete the service.

6. Procedures For Completion of Warranty Form

- (1) Dealer number, name and address – *record number, name and address of dealership who has performed warranty repairs and requests reimbursement.*

- (2) Customer name and address and telephone number – *record name, address and telephone number of original purchaser of the warranted product.*
- (3) Purchase Date – *date when product was delivered to customer.*
- (4) Serial Number – *record the serial number of the machine on which repairs were performed.*
- (5) Failure Date – *record date when failure occurred.*
- (6) Model – *record model name or number.*
- (7) Hours/Acres used – *record number of acres or hours the product was used prior to failure.*
- (8) Dealer Signature – *Signature of dealer, or dealer's representative, verifying repairs are complete.*
- (9) Parts Required – *record all service parts used to make necessary repairs. Include quantity, part number, description and list price.*
- (10) Labor Hours – *record time taken to perform repairs (repair time ONLY – travel time is not allowed).*
- (11) Labor Rate – *record the rate specified in warranty policy.*
- (12) Total Labor Amount – *multiply hours X rate to get total labor expense.*
- (13) Total Parts – *total dealer net price of parts used.*
- (14) Dealer Comments – *please record a brief description of failure and probable cause.*
- (15) Use of Photos – *Pictures should be attached to the dealers claim when their inclusion will help identify the condition of the part being repaired or replaced.*

7. Delayed Warranty Repairs

Warranty repairs should be scheduled and performed as soon as possible after notification of dealer and (Company). There may be circumstances that require the use of the product for a short period of time by the retail customer; or require the availability of repair parts necessary to complete the repairs. In those cases, the dealer must notify (Company) in writing of the extenuating circumstance and advise that the continued use of the product will not enlarge the warranty claim. These claims will then be processed as if the product is still within the warranty period.

8. Denied Claims

Dealers will be notified of a denied claim in writing that will state the reason for the denial. The dealer has the right to appeal this claim and must do so within 30 days of notification of denial. If there has been no appeal within the 30 days period the claim will be considered closed.

Limited Warranty Statement

(Company) warrants each new (Company) product to be free from defects in material and workmanship. This warranty is applicable only for the normal service life expectancy of the product or components, not to exceed _____ consecutive month's from the date of delivery or the date of the first use of the new (Company) product to the original purchaser.

Genuine (Company) replacement parts and components will be warranted for _____ days from the date of purchase, or the remainder of the original equipment warranty period, whichever is longer.

Under no circumstances will it cover any merchandise or components thereof, which, in the opinion of the company, has been subject to misuse, unauthorized modification, alteration, and accident or if repairs have been made with parts other than those obtainable through (Company).

(Company) in no way warrants engines, batteries, tires or other trade accessories since these items are warranted separately by their respective manufacturer.

Our obligation under this warranty shall be limited to repairing or replacing, free of charge to the original purchaser, any part that, in our judgment, shall show evidence of such defect, provided further that such part, if so requested shall be returned within forty-five (45) days from date of failure to (Company), routed through the dealer and distributor from whom the purchase was made, transportation charges prepaid.

This warranty shall not interpret to render (Company) or dealer liable for injury or damages of any kind or nature to person or property. This warranty does not extend to the loss of crops, loss because of delay in harvesting, or any expense or loss incurred for labor, substitute machinery, rental or for any other reason.

Except as set forth above, (Company) shall have no obligation or liability of any kind on account of any of its equipment and shall not be liable for special or consequential damages. (Company) make no other warranty, expressed or implied, and, specifically, (Company) disclaims any implied warranty or merchantability or fitness for a particular purpose. Some provinces do not permit limitations or exclusion of implied warranties or incidental or consequential damages, so the limitations or exclusion in this warranty may not apply.

This warranty is subject to any existing conditions of supply which may directly affect our ability to obtain materials or manufacture replacement parts.

(Company) reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.

No one is authorized to alter, modify or enlarge this warranty nor the exclusion, limitations and reservations.

This document was created with Win2PDF available at <http://www.win2pdf.com>.
The unregistered version of Win2PDF is for evaluation or non-commercial use only.
This page will not be added after purchasing Win2PDF.