

MTD Product Warranty

1. Statutory Warranty

- 1.1 If you are a “consumer” pursuant to the Australian Consumer Law, then MTD Products Australia Pty Ltd ACN 004 873 572 (**MTD**) confirms the following: *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.*
- 1.2 Your right to replacement, refund or compensation under the Australian Consumer Law may be against MTD and/or the party that supplied the relevant product to you, as specified in the Australian Consumer Law.
- 1.3 The benefits provided to you by this Warranty are in addition to other rights and remedies available to you under the law.

2. Contractual Warranty

- 2.1 In addition to the rights and remedies you have under law :

MTD Products Australia Pty Ltd
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Telephone: 1300 951 594

provides the following additional contractual warranty in support of the products listed in Table A (**MTD Product**), supplied by MTD or an authorised MTD dealer within Australia to you.

- 2.2 Subject to the terms and conditions of the warranty set out in this document (**Warranty**), MTD warrants that the MTD Product will be free from defects in materials and workmanship for the period set out in Table A below (**Warranty Period**).
- 2.3 The Warranty Period will commence on the date you purchase the MTD Product from MTD or an MTD dealer. The Warranty Period varies, as set out in the Table A, according to:
- (a) the type of MTD Product;
 - (b) the part of the MTD Product that is defective; and
 - (c) whether the MTD Product is:
 - (i) solely used for personal and domestic purposes, which excludes any use in connection with a business or trade (**Residential Use**); or
 - (ii) not solely used for personal and domestic purposes, or is used in connection with a business or trade (**Commercial Use**).

TABLE A

LAWN MOWERS	General Warranty Period Domestic Use	General Warranty Period Commercial	Engine Warranty Period	Attachments Warranty Period
	Excludes engine, attachments and normal wear parts			
Rover Steel Deck / Rover Engine/Endeavor	2 Years	90 Days	5 Year Domestic / 90 Day Commercial	N/A
Steel Deck / Non-Rover Engine	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	Nil
Rover Steel Deck / Rover Engine	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	N/A
Rover Steel Deck / Non-Rover Engine	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Rover Alloy Deck / Rover Engine	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	N/A
Rover Alloy Deck / Non-Rover Engine	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
DEWALT Steel Deck	3 Years	90 Days	3 Year Domestic / 3 Years Commercial	N/A
Cylinder Mowers / Petrol	5 Years	Nil	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Cylinder Mowers / Battery	2 Years	Nil	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
HANDHELD EQUIPMENT	General Warranty Period Domestic Use	General Warranty Period Commercial	Engine Warranty Period	Attachments Warranty Period
	Excludes engine, attachments and normal wear parts			
Line Trimmers	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Blowers	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Chainsaws	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Hedge Trimmer	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Edger	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Rover Edger	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
SEASONAL	General Warranty Period Domestic Use	General Warranty Period Commercial	Engine Warranty Period	Attachments Warranty Period
	Excludes engine, attachments and normal wear parts			
Log Splitter	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Rover Log Splitters Rover Engine	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	N/A
Rover Log Splitters Non-Rover Engine	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Chipper Shredders	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Rover Chipper Shredders	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Chipper Shredder Vacs	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Rover Chipper Shredder Vacs Rover Engine	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	N/A
Rover Chipper Shredder Vacs Non-Rover Engine	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Tillers	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Rover Tillers Rover Engine	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	N/A
Rover Tillers Non-Rover Engine	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A
Wheeled String Trimmer	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	N/A

TABLE A CONTINUED

RIDE ONS & ZERO- TURNS	General Warranty Period Domestic Use	General Warranty Period Commercial Use	Engine Warranty Period	Attachments Warranty Period
	Excludes engine, attachments and normal wear parts			
Rover Micro Rider 24"	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Mini Rider 30" manual & hydrostatic transmission	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
439/36	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
439/38	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Rancher 547/36	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Rancher 547/38	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Rancher 547/42	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover LT 42 IntelliPower	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Lawn King 18/42 Kawasaki	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Lawn King 24 & 21/42 Kawasaki	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover RZ 42 679	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover RZ 46 Kawasaki	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover RZT S 46 Kohler	5 Years	90 Days	3 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
DEWALT 42/20 Kohler	3 Years	90 Days	3 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial

TABLE A CONTINUED

CUB CADET RIDE ONS & ZERO-TURNS	General Warranty Period Domestic Use	General Warranty Period Commercial Use	Engine Warranty Period	Attachment Warranty Period
	Excludes engine, attachments and normal wear parts			
Electric Riders & Zero-Turn	3 Years	90 Days	N/A	1 Year Domestic / Nil Commercial
LX 42 IntelliPower	6 Years	90 Days	6 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
LX 42 Kawasaki	6 Years	90 Days	6 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
LX 42 EFI Cub Cadet	6 Years	90 Days	6 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
LX 46 679 EFI	6 Years	90 Days	6 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
ZT1 & ZT1S	3 Years	90 Days	6 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
ZT2 L 54 Kawasaki	3 Years.	90 Days	3 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
Z-Force SX Kawasaki Models	3 Years.	2 Years	3 Year Domestic / 2 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
ZTX5 Kawasaki Models	3 Years.	2 Years	3 Year Domestic / 2 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
ZTXS 4/5 Kawasaki Models	3 Years.	2 Years	3 Year Domestic / 2 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			

TABLE A CONTINUED

CUB CADET COMMERCIAL	General Warranty Period Domestic Use	General Warranty Period Commercial Use	Engine Warranty Period	Attachments Warranty Period
	Excludes engine, attachments and normal wear parts			
Handheld	Excludes engine, attachments and normal wear parts			
Brush Cutter	3 Years	1 year	1 year	N/A
Hedge Trimmer	3 Years	1 year	1 year	N/A
CUB CADET COMMERCIAL PRO Z	General Warranty Period Domestic Use	General Warranty Period Commercial Use	Engine Warranty Period	Attachments Warranty Period
	Excludes engine, attachments and normal wear parts			
PRO Z 148 S	3 Years.	2 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
PRO Z 154 L	3 Years.	2 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
PRO Z 154 S	3 Years.	2 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
PRO Z 554 S	3 Years.	3 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
PRO Z 560S	3 Years.	3 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
PRO Z 760 L	3 Years.	3 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
PRO Z 760 S	3 Years.	3 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
PRO Z 972 S	3 Years.	3 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
PRO Z 972 SD & SDL	3 Years.	3 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
Pro HW300 Hydro Walk Kawasaki	3 Years.	2 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
Pro X 648 Kawasaki	3 Years	2 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			

TABLE A CONTINUED

WOLF- Garten	General Warranty Period Domestic & Commercial Use	Engine Warranty Period	Attachments Warranty Period
WOLF-Garten multi-Star® unit system, multi-star® Minis and the multi-star® tree care without ladder	Lifetime	NA	NA
Hand tools and all manually controlled trimmers	10 years	NA	NA

2.4 For the purpose of Table A:

- (a) “Attachments” means any component of a product that is not a supplied as a standard component (i.e. it is purchased separately)
- (b) Where a primary or secondary school purchases an MTD Product for use by that school, that use will be classified as Residential Use;
- (c) Honda, Briggs & Stratton and Kohler & Kawasaki engines are “NonRover” engines;
- (d) Normal Wear Parts include batteries, blades, blade bolts, V-belts, line heads, spark plugs and filters, as classified by MTD; and
- (e) “rolling chassis” means the frame plus the "running gear" like handle bars, wheels, driveshaft and axle.

2.5 In the event of dispute, MTD will determine whether the MTD Product was used for a Residential Use or Commercial Use.

3. Exclusions and limitations

3.1 The Warranty ceases to apply to any MTD Product if it is:

- (a) serviced or repaired using non-genuine parts (being parts or components not originally manufactured or imported into Australia by MTD); or
- (b) assembled, serviced, modified or adjusted by a person not appropriately trained in the assembly, servicing, modification or adjustment of the MTD Product, as determined by MTD.

3.2 This Warranty does not apply to, or in any way cover:

- (a) normal wear and tear;
- (b) defects in or related to the battery;
- (c) any defect that was brought to your attention, or would reasonably have been revealed to you if you had conducted an examination, before acquiring the MTD Product;
- (d) any defect in, or defect caused by, parts or components that were not:
 - (i) manufactured or imported into Australia by MTD;
 - (ii) supplied by a supplier approved by MTD; or
 - (iii) approved by MTD for use with the MTD Product;

- (e) any failure arising from accident, abuse, act of God, fire, sabotage, vandalism, contaminated fluids or neglect or failure to operate, store and/or maintain and service the MTD Product in accordance with the instruction manual supplied with the MTD Product;
- (f) any parts or services required for the normal and regular maintenance of the MTD Product e.g. lubricants;
- (g) normal adjustments which are noted in the instruction manual supplied with the MTD Product;
- (h) any defect caused by the engine being turned other than in accordance with the instruction manual supplied with the MTD Product;
- (i) any alleged defect in the MTD Product that MTD or an authorised MTD dealer cannot establish after testing and inspection;
- (j) any MTD Product that has been used other than for the purpose for which it was designed;
- (k) any MTD Product that has been overloaded or involved in an accident; or
- (l) any defect arising from the use of:
 - (i) fuel or fuel and oil mix for the engine;
 - (ii) chain and bar oil for the oil pump; or
 - (iii) lubricating oil in a four-stroke engine;

in the MTD Product other than in accordance with the instruction manual supplied with the MTD Product.

3.3 This Warranty:

- (a) is not transferable; and
- (b) does not apply to an MTD Product acquired by way of auction, or online, or from a person other than MTD or an authorised MTD dealer.

3.4 This warranty does not cover the cost of claiming under the warranty, including any freight or delivery costs. Such costs must be paid by you.

3.5 Despite any other provision of this Warranty, MTD's liability arising from, under or in connection with this Warranty is limited as set out in paragraph 5.1. Except as expressly set out in paragraph 5 and subject to law, MTD is not liable under this Warranty for any damages, losses, costs or expenses including, without limitation, loss of profit, loss of production or any financial or economic loss, and other indirect or consequential loss, which may be suffered by you or by any third party arising out of or in any way connected with any defect in an MTD Product.

3.6 Except to the extent expressly set out in this warranty, and subject to law, MTD does not make any promise or representation as to the quality, performance, or freedom from defects, of any MTD Product.

4. How to claim

4.1 To make a claim under this Warranty you must promptly, and at your own expense, take your:

- (a) MTD Product;
- (b) proof of purchase with purchase date;
- (c) evidence of warranty registration; and

(d) full details of the alleged MTD Product defect.

to an authorised MTD dealer upon discovery of any defect in the MTD Product, and within the relevant Warranty Period. Your nearest MTD dealer can be found at cubcadet.com.au, rover.com.au or mtd.com.au. You must also provide your name, address and phone number to the MTD dealer to whom you return the MTD Product.

4.2 If you have any inquiries about making a claim, please contact the MTD dealer from whom you purchased your MTD Product or your nearest MTD dealer.

5. MTD's Obligations

5.1 The obligations of MTD under this warranty will be limited to one of the following at the election of MTD:

- (a) repair of the MTD Product;
- (b) provision of a replacement MTD Product; or
- (c) a refund of the price you paid for the MTD Product.

5.2 MTD reserves the right to replace the defective parts or components of an MTD Product with parts and components of similar quality, grade and composition where an identical part or component is not available.