

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.

2 Contractual warranty

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

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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 MTD warrants to the party who purchased the MTD Product from MTD or an authorised MTD dealer (**you**), subject to the terms and conditions of the warranty set out in this document (**Warranty**), 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:
- (1) the type of MTD Product;
 - (2) the part of the MTD Product that is defective; and
 - (3) whether the MTD Product is:
 - (a) solely used for personal and domestic purposes, which excludes any use in connection with a business or trade (**Residential Use**); or
 - (b) 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 Use	Engine Warranty Period	Attachments Warranty Period
	Excludes engine, attachments and normal wear parts			
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
Cylinder Mowers	5 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 Use	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
Rover Powered by CORE	General Warranty Period Domestic Use	General Warranty Period Commercial Use	Charger & Battery Warranty Period	Attachments Warranty Period
	Excludes motor, attachments and normal wear parts			
Rover CORE Powered Product	5 Years	90 Days	3 Years Domestic / 90 Day Commercial	N/A
SEASONAL	General Warranty Period Domestic Use	General Warranty Period Commercial Use	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

ROVER 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			
Micro Rider 24"	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Micro Rider 24"	5 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Mini Rider 30"	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Mini Rider 30"	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Mini Rider 30"Hydrostatic Transmission	5 Years	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
420/38	2 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover 420/38	5 Years (200 Hours)	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Rancher 547/38	5 Years (200 Hours)	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Raider 17/42	5 Years (200 Hours)	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Rancher 547/42	5 Years (200 Hours)	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover Lawn King 547/42	5 Years (200 Hours)	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover RZT L 34	5 Years (200 Hours)	90 Days	5 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover RZT 42	5 Years (200 Hours)	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover RZT S 46	5 Years (200 Hours)	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
Rover RZT 50	5 Years (200 Hours)	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / 90 Day Commercial
CUB CADET 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			
LX 42	3 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic/ Nil Commercial
LX 46	3 Years. 5 Year chassis, front axle & fabricated deck shell.	90 Days	3 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
LX 54	3 Years. 5 Year chassis, front axle & fabricated deck shell.	90 Days	3 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
RZT L 42	3 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
RZT S 42	3 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
RZT L 50	3 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
RZT S 50	3 Years	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
RZT S 46	3 Years. 5 Year fabricated deck shell.	90 Days	2 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
Z-Force LZ 54	3 Years. 5 Year fabricated deck shell.	1 Year	2 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
Z-Force LX 48	3 Years. 5 Year fabricated deck shell.	1 Year	2 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
Z-Force LX 54	3 Years. 5 Year fabricated deck shell.	1 Year	2 Year Domestic / 90 Day Commercial	1 Year Domestic / Nil Commercial
TANK LZ 60	3 Years. 5 Year fabricated deck shell.	2 Years	2 Year Domestic / 2 Year Commercial	1 Year Domestic / Nil Commercial
TANK SZ 60	3 Years. 5 Year fabricated deck shell.	2 Years	2 Year Domestic / 2 Year Commercial	1 Year Domestic / Nil Commercial

Table A continued

CUB CADET COMMERCIAL Handheld	General Warranty Period Domestic Use	General Warranty Period Commercial Use	Engine Warranty Period	Attachments Warranty Period
	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.	2 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
PRO Z 760 L	3 Years.	2 Years	3 Year Domestic / 3 Year Commercial	1 Year Domestic / Nil Commercial
	5 Year fabricated deck shell.			
CUB CADET UV Product	General Warranty Period Domestic Use	General Warranty Period Commercial Use	Engine Warranty Period	Attachments Warranty Period
	Excludes engine, attachments and normal wear parts			
Volunteer 4x4 UV	2 Years	90 Days	2 Year Domestic/	1 Year Domestic / Nil Commercial
			90 Day Commercial	

2.4 For the purpose of Table A:

- (1) "Attachments" means any component of a product that is not a supplied as a standard component (i.e. it is purchased separately)
- (2) Where a primary or secondary school purchases an MTD Product for use by that school, that use will be classified as Residential Use;
- (3) Honda, Briggs & Stratton and Kohler & Kawasaki engines are "Non Rover" engines;
- (4) Normal Wear Parts include batteries, blades, blade bolts, V-belts, line heads, spark plugs and filters, as classified by MTD; and
- (5) "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:

- (1) serviced or repaired using non-genuine parts (being parts or components not originally manufactured or imported into Australia by MTD); or
- (2) 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:

- (1) normal wear and tear;
- (2) defects in or related to the battery;
- (3) 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;
- (4) any defect in, or defect caused by, parts or components that were not:
 - (a) manufactured or imported into Australia by MTD;
 - (b) supplied by a supplier approved by MTD; or
 - (c) approved by MTD for use with the MTD Product;
- (5) 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;
- (6) any parts or services required for the normal and regular maintenance of the MTD Product e.g. lubricants;
- (7) normal adjustments which are noted in the instruction manual supplied with the MTD Product;
- (8) any defect caused by the engine being turned other than in accordance with the instruction manual supplied with the MTD Product;
- (9) any defect arising from the use of:
 - (a) fuel or fuel and oil mix for the engine;
 - (b) chain and bar oil for the oil pump; or
 - (c) lubricating oil in a four stroke engine;in the MTD Product other than in accordance with the instruction manual supplied with the MTD Product; or

3.3 This Warranty:

- (1) is not transferable; and
- (2) 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:

- (1) MTD Product;
- (2) proof of purchase with purchase date; and
- (3) evidence of warranty registration in accordance with paragraph 4.1;

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:

- (1) repair of the MTD Product;
- (2) provision of a replacement MTD Product; or
- (3) a refund of the price you paid for the MTD Product.

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