



Noordeman Diesel Warranty Conditions

Noordeman Diesel warrants components against defects in our workmanship and material in accordance with the schedules and limitations outlined below. Repairs or replacement will be made at Noordeman Diesel Workshop in Welshpool W.A. As per the schedules and limitations of our written warranty within a reasonable time after written notice and upon receipt of the goods deemed to be defective from invoice date.

Reconditioned Engines **	6 months or 1,600 hours -10,000km As Per ENGINE WARRANTY CARD ND303 RUN IN PROCEDURE CARD ND306	Parts and Labour
Cylinder Heads^^	6 months or 1,600 hours -10,000kms As Per CYL HEAD WARRANTY & SERVICE CARD ND305	Parts and Labour
Machining^^	6 months or 1,600 hours	Labour
Metal Spray^^	3 months	Labour or refund of failed component
Inspection^^	3 months	Labour
Perkins Genuine Engine parts *	12 months	Parts & Labour
Perkins Genuine New Engines *	12months subject to hours as per manufactures warranty	Parts & labour
All other engine parts[*]	6 months or 1,600 hours – 10,000km	Parts & labour
Time, Hours or Distance, whichever occurs first		

**	Does not include problems related to fuel components and accessories not supplied by Noordeman Diesel. If the lead and wire security seal on the rail adjustment of a diesel injection pump be tampered with this shall void warranty. Claims for low power relating to fuel pump or injectors are limited to 3 months or 900 hours. Claims for excessive oil consumption must be substantiated by adequate documentation.
^^	Component must be checked prior to installation. No claims on sizing accepted after installation of the component. Non Destructive Magnetic Testing (magnaflux) relates to external cracks only.
~~	Fuel system must be installed by suitably qualified tradesperson. No claims will be accepted where (1) the lead and wire security seals on fuel pumps have been tampered with (2) fuel or oil contamination. Claims for low power are limited to one month.
[*]	Unless otherwise limited by Manufacturers Warranty. At a specific warranty rate, conditions & labour rates may apply

Buyer specially acknowledges that the components purchased will require additional accessories/components and must be properly installed or the warranty is void. The warranty will be void and not apply to defects or failures as listed below,

Limitations

This warranty does not extend to repairs or replacement due to:

1. The user's improper installation, maintenance or use or negligent operation.
2. Any operation in excess of The Company's specified rating and operating parameters.
3. Failures resulting from unauthorised or improperly performed repairs or adjustments.
4. Failures resulting from unauthorised or improperly performed repairs or adjustments to fuel settings or to engine RPM. Over revving



5. Failures resulting from continued running after a defect or fault has become apparent.
6. Failures resulting from the user's delay in making the product available after been notified of a potential product problem.
7. Damage due to a corrosive environment.
8. Clogged fuel pipes, sticking valves or any other damage caused by contaminated or stale fuel.
9. Parts which are scored or broken because an engine was operated with Insufficient or contaminated lubricating oil, or an incorrect grade of lubricating oil. Lack of lubricants, fuel & coolant
10. Damage or wear caused by dirt which entered the engine because of improper air cleaner maintenance, re-assembly, or the use of a non-original air cleaner element or cartridge.
11. damaged or inefficient parts, components or accessories not included in the sale
12. ☐ Low battery voltage, under / over speeding, overload or short circuit. This includes damage to wiring, diodes and electrical or electronic devices.
13. ☐ Fading of painted surfaces, deterioration of painted surfaces, rubber and plastics, rusting due to the passage of time and incorrect storage.
14. Overheating caused by restriction of airflow by foreign material, or by inadequate ventilation.
15. Alterations, repairs or attachments not authorised by The Company in writing.
16. Altered fuel or alternate fuel such as LPG or aviation fuel or Bio.
17. ☐ An accident resulting in damage.
18. Normal wear and tear.
19. Overheating cracks to blocks, heads
20. Burned or melted pistons
21. Detonation or pre-ignition

Buyer specifically acknowledges that proper maintenance procedures which include, but not limited to, changing or calibrating as applicable, filters, lubricant, coolant, hoses, belts etc., must be performed as recommended by the original manufacturer or the warranty will be void.

Noordeman Diesel will not assume any responsibility for the cost of this routine maintenance.

Noordeman Diesel warranty will end after the expiration of time, hours or distance from the date of the original invoice. Any repairs or replacement will not extend the warranty.

The buyer shall be responsible for all defects, thereafter, regardless of cause.

Noordeman Diesel warranty is in lieu of all other warranties expressed or implied and Noordeman Diesel makes no warranty of merchantability or fitness for a particular purpose. Buyer agrees that Noordeman Diesel will not be responsible for

1. The customer agrees that neither the contractor nor its related parties will be liable to the customer in any way for any incidental, indirect or consequential loss or damage (including loss resulting from business disruption or loss of profits, sales or income) how so ever arising (whether in negligence or otherwise) in connection with or in relation to any contract between the customer and the contractor or goods and/or services supplied by the contractor.
2. The liability of the contractor and its related parties in respect of all claims in contract or in tort (including negligence) or for any other common law and statutory cause of action arising in connection with or in relation to any contract between the customer and the contractor or goods and/or services supplied by the contractor;



- (a) in the case of goods (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; or
 - (b) In the case of services – (9i) the supply of the services again; or (9ii) the payment of the cost of having the equivalent services supplied again.
 - (c) In these special terms, “customer” means the person or entity contracting with the contractor (and includes the entity applying under this credit application form). “contractor” means Noordeman Diesel and the “related parties” means directors, officers, employees, agents and contractors.
 - (d) These special terms apply to all transactions (present and future) between the contractor and the customer (except as otherwise officially agreed in writing).
3. injury to person or property
 4. oil, coolants or other substances
 5. telephone calls
 6. freight
 7. substitute transportation
 8. Vehicles hire, accommodation, flights, down time, etc.

Buyer and seller agree the seller's price is based upon this warranty. Buyer and seller also agree the buyer's sole and exclusive remedy against seller on account of breach of contract; warranty or performance shall be for the repair or replacement at Noordeman Diesel of defects workmanship or material within the periods of this warranty. The buyer will be responsible for shipment and subject to the limitations and conditions of this warranty.

No benefits or remedies are available under this warranty while the invoice for the unit or related services remains outstanding

The User's Responsibilities

The user is responsible for:

1. Providing proof of purchase
2. Ensuring all add on items fuel, turbo etc have been serviced and inspected by a licensed repairer. With proof of original invoices.
3. Installing and operating the product in accordance with the manufacturer's instruction.
4. Providing suitable proof that the required maintenance has been performed at the correct hours of running or time intervals.
5. Accepting The Company's sole judgment as to whether the faulty part is defective in material or workmanship.
6. Promptly making the product available for repair.
7. Labour costs, except as stated under, “The Company's Responsibilities” including costs incurred in removing and replacing a failed engine or pump. However, consideration will be given in certain circumstances.
8. Premium or overtime labour costs.
9. Costs to investigate complaints.
10. The costs and risks for transportation/shipping and other charges associated with the replacement of the repair parts.
11. All costs associated with transporting the product to and from the place of business of The Noordeman Diesel or other source approved by The Company.
12. Other miscellaneous costs including but not limited to travel, mileage, lodging, taxes, telephone calls, overtime, Parts shipping charges etc
13. Any costs in excess of the purchase price of the product.
14. Completing payment for the purchase of equipment, parts or services relating to the equipment under warranty.