
11. WARRANTY

Minsta Agro Machines Ltd. extends the following warranty to the buyer of the tiller referred to above, subject to the conditions outlined below. Provided that the MINSTA Rotary Tiller remains in the buyer's possession and is used by them from the date of delivery, this warranty is applicable.

Minsta Agro Technology Pvt. Ltd. warrants its products for a period of 1 year and will replace at its factory and any part or parts thereof that shall be returned, with transportation charges prepaid and which, when examined by us, shall disclose if to be defective, but this warranty shall not apply to implements or parts that have been subjected to negligence, of accident, or that have been altered or repaired or used with non-genuine parts.

CONDITIONS

- 1) The purchaser of MINSTA ROTARY TILLER will strictly follow the instructions given in the instruction manual, provided by the company along with the MINSTA ROTARY TILLER at the time of delivery. Changes if any, resulting in improper usage will not be covered by the warranty. This warranty will automatically terminate on the expiry of warranty period of 1 year even the MINSTA ROTARY TILLER may not be in use for any time during the warranty period for any reason whatsoever including any technical reasons and time taken for such repairs / replacements of parts, and in transit, whether under this warranty or otherwise shall not be excluded from the warranty period.
 - 2) Company will make every effort to carry out repairs / replacements of parts under this warranty as soon as possible. It is expressly made clear that the company shall not be liable to do within any specific period of time.
In the event of repairs / replacement of any parts, this warranty will thereafter continue to remain in force only for the unexpired period of warranty.
 - 3) It is entirely left to company discretion to affect repairs / replacements of parts at the site of delivery or at the service points of its branches or authorized representatives. The defective parts which has/have been agreed to be replaced, should be returned to the company without any further claim.
 - 4) The warranty shall not cover any consequential or resulting liability, damage or loss arising directly or indirectly out of any defect in the MINSTA ROTARY TILLER. This warranty shall be strictly limited to repairs and replacement of the defective parts specified in the warranty at our end and does not cover any reimbursements of labour charges for any repairs so earned out at dealer/client end.
 - 5) This warranty shall not be extended in any case forwards payments of any monetary consideration whatsoever of replacement or return of the MINSTA
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ROTARY TILLERS a whole. The purchaser of MINSTA ROTARY TILLER wills itself fully responsible for model selection and series for purchasing machine.

- 6) This warranty does not cover excise duty, GST or state sales tax and other local taxes payable on any of the parts which the company may supply or repairs free of cost during the warranty period.

This warranty also does not cover the cost of packaging, to freight and transportation charges etc., on the defective parts of the MINSTA ROTARY TILLER sent to the service station or its Branches or its Authorized Representative.

- 7) THIS CONTRACT WILL BE INEFFECTIVE AND INOPERATIVE IF:
- a. The MINSTA ROTARY TILLER has not been delivered, assembled, started and put into operation by the company or it's Authorized Representative.
 - b. The duly filled up warranty card is not in our possession within 15 days from the date of delivery.
 - c. The MINSTA ROTARY TILLER parts thereof is subjected to neglect, fire, flood or other acts of God or if in the company's opinion any damage has caused to the MINSTA ROTARY TILLER or transportation.
 - d. The original numbers are removed, obliterated or altered from the unit.
 - e. Any attempt is made to have the repairs executed by a person or persons, other than the company or its authorized representative.
 - f. Any defect is not informed immediately to the company or its authorized representative, any alteration in warranty card is made.
- 8)
- a. Any changes in the location of the MINSTA ROTARY TILLER or in its ownership thereof during the warranty period must be intimated in writing to the company or its Authorized Representative ten days before the change. Failure to do so will absolve the company from the obligation under this warranty.
Further, in the case of shifting for the continuation of the warranty, the MINSTA ROTARY TILLER has to be inspected by the company or its Authorized Representative before shifting from the original location and before using it at the new location. The inspection fee levied by the company's Authorized Representative as well as the cost of rectification of any damage in transit, detected in the above inspection, and shall be borne by the Purchaser / Owner, If at the time of restarting, the MINSTA ROTARY TILLER is found to be in working order by the company or its Authorized Representative, this warranty shall continue to be in force for the remaining period of the warranty.
Damage to the MINSTA ROTARY TILLER or any part thereof caused, during shifting or transportation is not covered by this warranty.
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- 9) The company's employees or its Authorized Representative have no authority to vary the terms of this warranty and the company is totally accountable and authorized in lieu of the warranty or the company's decision is final.
 - 10) This warranty is given in lieu of all other guarantees and condition expressed or implied by law or by any person purporting to act on behalf of the COMPANY and excludes every condition, warranty or guarantee not herein expressly set out.

Note: The parts / materials that are not covered by the warranty are as follows:

1. Blade
2. Universal Joint Cross
3. Paint
4. Bearing
5. Rubber Parts
6. Gaskets
7. PTO
8. Fabrication

WHEN THE WARRANTY BECOMES VOID

- Besides the cases specified in the supply agreement, the warranty shall in any case become void:
 - Should there have been a maneuvering error, use of an inadequate safety bolt on the
 - cardan shaft torque limiter or when the cardan shaft clutch has been damaged through improper maintenance.
 - When the implement has been used beyond the specified power limit as given in the technical data chart.
 - When following repairs made by the customer without authorization from the
 - manufacturer or owing to instillation of spurious spare parts, the machine is subjected to variations and the damage can be ascribed to these variations. Whenever the user or
 - anyone else on his behalf applies equipment to the machine that has not been expressly approved by the manufacturer.
 - When the user failed to comply with the instructions in this manual book.
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