

Garden Products Owner's Warranty



IMPORTANT

Please read the Owner's Manual and Warranty before using this product. The Warranty does not cover damage due to misuse or failure to follow the instructions.

THE MORRISON EXPRESS WARRANTY GARDEN PRODUCTS

1. Warranty provider

- 1.1 The Express Warranty set out below is provided by Morrison Limited, a New Zealand company located at 1-37 Mt Wellington Highway, Panmure, Auckland 1060, New Zealand. For any questions regarding this Express Warranty or to make a warranty claim call 0800 627 767 (New Zealand) or 1300 366 225 (Australia), or contact your local Morrison Specialist retailer.

2. General warranty coverage

- 2.1 The New Zealand Consumer Guarantees Act 1993 ("New Zealand Consumer Act") and the Australian Competition and Consumer Act 2010 (including the Australian Consumer Law 2011) ("Australian Consumer Law"), as well as other laws in each of those jurisdictions, guarantee or imply certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of our products sold in New Zealand and Australia respectively.
- 2.2 For products sold in New Zealand, these conditions, warranties and undertakings cannot be modified or excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Act.
- 2.3 For products sold in Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a 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. What constitutes a major failure is set out in the Australian Consumer Law.

3. Express Warranty

- 3.1 Morrison warrants to you that each Product Component will be free from material defects in workmanship or materials from the date the Product is originally purchased until the end of the warranty period set out in the table below for each Product Component ("Express Warranty").

MORRISON CONSUMER MOWER RANGE	CONSUMER WARRANTY PERIOD
Cast Aluminium Housing	4 years
Steel Housing	4 years
Petrol Engine	4 years
InStart Battery and Charger	Manufacturer's Warranty
M-Tech® Electric Motor, Battery and Charger	4 years
Energy Flex® Electric Motor	4 years
Energy Flex® Battery and Charger	3 years
Power Flex® Electric Motor	4 years
Power Flex® Battery and Charger	3 years
Mower Transmission - consumer	2 years
All other parts	4 years

- 3.2 Despite the table above, where the Product is used for business, commercial, industrial, institutional, rental or other income-producing purposes, the warranty period for each Product Component is 3 months from the date the Product is originally purchased.

- 3.3 Morrison will repair or replace (at Morrison's sole option) any Product Component that does not comply with the Express Warranty. The repair or replacement by Morrison may be performed by a Morrison agent or Specialist Retailer. You will not be charged for any labour costs involved in the repair or replacement but must bear the cost of transporting or delivering the Product to and from the location of the Morrison agent or Specialist Retailer where the warranty claim is made.
- 3.4 Morrison warrants that repair facilities and spare parts will be made available for each Product Component only from the date the Product is originally purchased until the end of the applicable warranty period as set out in the table above or in clause 3.2, but for no longer period.
- 4. Exclusions from Express Warranty**
- 4.1 No warranty is given under clause 3 where any defect, malfunction or failure is caused or contributed to by any of the following:
- *(a) refer to the Engine Manufacturer's Warranty in the Engine Manual supplied with your lawnmower for any exclusions to their warranties;
 - (b) failure to follow the fuel selection instructions, engine and product operating and maintenance instructions;
 - (c) modification, repairs or alteration of the Product carried out by persons other than authorised Morrison service agents;
 - (d) acts or omissions by anyone other than Morrison after the Product has left Morrison's control;
 - (e) normal wear and tear;
 - (f) accidental damage, neglect, misuse;
 - (g) any event outside of Morrison's reasonable control, including without limitation, adverse weather conditions;
 - (h) sharpening or setting of blades; or
 - (i) pre-delivery assembly of the Product by anyone except for Morrison, Morrison authorised service agents or any other person authorised by Morrison.
- 5. Express Warranty in addition to consumer protection laws**
- 5.1 Despite anything else in this warranty card, nothing in this warranty card will exclude, limit or modify any Consumer Protection Warranty or any liability of Morrison imposed by applicable law if to do so would be unlawful or make any part of this warranty card void or voidable.
- 5.2 The Express Warranty is in addition to any Consumer Protection Warranty that may apply, for example, under the New Zealand Consumer Act or the Australian Consumer Law, or under the laws of the place where the Product was purchased. To the extent permitted by applicable law, Morrison's liability under any Consumer Protection Warranty will be limited (at Morrison's sole option) to Morrison repairing or replacing the relevant Product or Product Component or paying for such repair or replacement.
- 6. No other warranties or liability**
- 6.1 Subject to Clause 5, Morrison excludes all express or implied warranties, guarantees, conditions or terms in relation to the Product and Product Components. All statements, technical information and recommendations about the Product and Product Components are believed to be reliable, but do not constitute a guarantee or warranty. No statements, representations or recommendations other than those contained in the official technical information published by Morrison, will bind Morrison, unless made in writing signed by an authorised representative of Morrison.
- 6.2 Subject to Clause 5, in no event will Morrison be liable (whether in contract, tort, negligence or in any other way) for:
- (a) loss of profits or savings, loss of goodwill or opportunity, loss of production or wasted time; or
 - (b) loss, damage, cost or expense of any kind whatsoever which is indirect, consequential, or of a special nature, arising directly or indirectly from the Product or any Product Component, even if Morrison had been advised of the possibility of such damages.
- 6.3 Subject to Clause 5, in no event will Morrison's total liability under any claim of whatever nature arising directly or indirectly from the Product exceed the price you paid for the Product.
- 6.4 This warranty card embodies the entire agreement between you and Morrison in relation to the subject matter of this warranty card and supersedes all prior understandings, communications and representations between you and Morrison, whether oral or written. No amendment to this warranty card will be effective unless in writing and signed by an authorised representative of Morrison. You may not assign or transfer the Express Warranty without the prior written consent of Morrison. This warranty card will be governed by the law of New Zealand and Australia, and will be subject to the non-exclusive jurisdiction of the New Zealand and Australian courts.
- 7. How to obtain service for a faulty Product**
- 7.1 You must return the Product to the place of purchase or any Morrison Specialist retailer, along with reasonable evidence of the date the Product was purchased, for example, an original receipt.
- 7.2 Morrison or its agent will assess the claim and if accepted, will repair or replace the Product or Product Component in accordance with the normal practices of the relevant Morrison service agent.
- 7.3 All claims under the Express Warranty must be made within the relevant warranty period.
- 8. Definitions**
- In this warranty card:
- 8.1 "**Consumer Protection Warranty**" means any warranty, guarantee, term, condition, right or remedy implied or imposed by applicable law;
 - 8.2 "**Express Warranty**" means the warranty in Clause 3.1;
 - 8.3 "**Morrison**" means Morrison Limited, a New Zealand company located at 1-37 Mt Wellington Highway, Panmure, Auckland 1060, New Zealand with an Australian office located at 1/40 Abbotts Road, Dandenong South, Victoria 3175, Australia;
 - 8.4 "**Product**" means the Morrison garden product accompanying this warranty card;
 - 8.5 "**Product Component**" means each component of the Product set out in the table in Clause 3; and
 - 8.6 "**You**" means the original purchaser of the Product.

Thank you for purchasing your Morrison product. We know that you'll enjoy it!
To register your product warranty, simply visit our website: www.morrisonoutdoor.com.

Failure to register your product warranty will not affect your rights under any Consumer Protection Warranty, however registration may help Morrison deal with any warranty claim more efficiently.