

# MTE Warranty

## MODERN TRANSPORT ENGINEERS LTD “RETURN TO BASE” WARRANTY

### NEW ZEALAND “RETURN TO BASE WARRANTY”

*Notice:* This is a legal contract between you and Modern Transport Engineers Ltd  
and the selling Modern Transport Engineers Ltd Dealer

#### MODERN TRANSPORT ENGINEERS LTD “RETURN TO BASE WARRANTY”

Except for components which are warranted directly to you by their respective manufacturers and for which Modern Transport Engineers Ltd accepts no responsibility, Modern Transport Engineers Ltd warrants directly to you that the vehicle or plant identified herein by serial number will be free from defects in materials and workmanship appearing under normal use, service and authorised maintenance.

This “RETURN TO BASE” warranty extends only to you, the Original Buyer.

Save as otherwise provided by law, your sole and exclusive remedy against Modern Transport Engineers Ltd arising from your purchase and use of this vehicle or plant, is limited to the repair or replacement of any part or parts which Modern Transport Engineers Ltd examination shall disclose to its satisfaction to have been defective in material or workmanship, through authorised companies in accordance with the Warranty Schedule on the second page of this Agreement. The warranty period in the Warranty Schedule begins on the Date in Service shown below, and claims under the warranty shall be validly made only if the vehicle or plant is presented to Modern Transport Engineers Ltd in Hamilton before expiration of the “RETURN TO BASE” Warranty Agreement. Where a particular part meets the warranty criteria upon the return of the said component to Modern Transport Engineers Ltd in Hamilton, Modern Transport Engineers Ltd will at its expense send a replacement part free of charge in exchange, but shall not be responsible for the costs of refitting. “RETURN TO BASE” warranties are available only to the original purchaser on or before the delivery of vehicle being manufactured free of charge and are not transferable.

#### LIMITATIONS OF MODERN TRANSPORT ENGINEERS LTD LIABILITY

Except for the above “RETURN TO BASE” warranty, Modern Transport Engineers Ltd **GIVES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE..** Nor shall any warranty or condition of merchantability or fitness for a particular purpose be implied under the New Zealand “Sale of Goods Act 1908” or under any statute.

IT IS AGREED THAT MODERN TRANSPORT ENGINEERS LTD SHALL NOT BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits or income, damage to vehicle, plant, attachments, trailer and cargo; towing expenses, Attorney’s fees, liability you may have in respect of any other person or miscellaneous expenses such as fuel, telephone, accommodation, travelling, freight, downtime, overtime and holiday labour.

To the extent any provision of this warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected thereby.

Modern Transport Engineers Ltd accepts no responsibility for the exercise of any skill, care or expertise in the ordering, specification, construction, assembly or fitting of additional equipment or variations to specifications to any vehicle unless the same be specifically approved in writing by Modern Transport Engineers Ltd.

**TIME LIMIT ON COMMENCING LEGAL ACTION**

It is agreed that you have 6 months from the accrual of the cause of action to commence any legal action arising from the purchase or use of the vehicle, or be barred forever, save where such limitation shall be prohibited by any applicable law.

**MODERN TRANSPORT ENGINEERS LTD**

By:  
Customer Service Manager.....

On the date in service I have read the above agreement and understand and accept its terms and acknowledge receipt of a copy of this agreement.

Chassis/plant No  
.....

Buyer: Signature: .....

Date in Service .....

Title: .....

**MODERN TRANSPORT ENGINEERS LTD SCHEDULE**

This "RETURN TO BASE" warranty applies only to original equipment, In accordance with the terms contained within the warranty statement, Modern Transport Engineers Ltd will settle warranty claims for defective, material and workmanship within the following limits from the date of delivery.

**BASIC "RETURN TO BASE WARRANTY"**

	6 months or 20,000km which ever shall first occur	12months or 20,000km which ever shall first occur.
<b>RECOVERY</b>		
Parts - All components except those specified as warranted directly by their manufacturer		
* Frame	100%	Refer manufacturer
* Axles	100%	100%
* Tyres	100%	100%
* Castings	100%	100%
* Suspension	100%	50%
* Hydraulic pumps, valves, gauges, couplings	100%	50%
* Hydraulic Cylinders	100%	50%
Labour	100%	Nil

**YOUR "RETURN TO BASE WARRANTY" DOES NOT COVER THE FOLLOWING ITEMS:**

(This list is not to be construed as all inclusive, and operates only if no legislation is infringed.)

Troubleshooting and road testing.

Adjustment, repair or replacement of parts which are subject to wear, deterioration or changes in adjustment as a result of use in service, such as brake and clutch linings, filters, engine belts, sealed beams and bulbs.

Replacement of items not directly connected with the failure.

Unnecessary replacement in lieu of repair.

Repairs to upholstery, trim, paint, and appearance items due to other than defective material or workmanship such as stone chips, harsh polish, road-surfacing materials, strong detergents and abuse.

Front axle alignment, wheel alignment, wheel and tyre balancing and tyre rotation.

Vibrations, rattles and squeaks which develop and are not notified to Modern Transport Engineers Ltd prior to the expiration of ninety (90) days from date of delivery.

Unauthorised repairs or alterations.

Repair of failures resulting from misuse, negligence accident or the use of other than genuine or approved parts.

Materials commonly used in servicing vehicles, such as lubricants, cleaners etc.

Costs incurred in repairing at any other location other than Modern Transport Engineers Ltd premises in Hamilton unless approved in writing at the time of purchase

<sup>1</sup> Issue 38: Warranty Agreement