

Tried & Tested

We rigorously test our products before and after they've been shipped and regularly perform quality assurance audits on products. But even then, we know the paddock can be a rough environment. There are a lot of variables that diminish a product's lifespan, and we try to detail what these are and proper usage in the installation and operating manual.

We hope you never experience a problem with an FMS product. However, if there is an issue we want to know about it and will endeavour to fix the problem with speed and accuracy.

Warranty Policy

This document sets out the warranties that are given by Farm Management System Pty Ltd ABN 12 626 513 344 in relation to any FMS product purchased from or manufactured by FMS.

1. Definitions

1.1. In this warranty policy:

“**Customer**” means the party who purchases an FMS Product.

“**FMS**” means Farm Management System Pty Ltd ABN 12 626 513 344.

“**FMS Product**” means the goods or machinery purchased by the Customer and which were manufactured by FMS.

“**Non FMS Components**” means the items of equipment and other components fitted to the FMS product by FMS and which items have been manufactured by third parties and have their own manufacturer's warranty.

2. Business Providing Warranty

Farm Management System
101 Taylor Street, Toowoomba Qld 4350
07 4634 0882
info@farmmanagementsystem.com.au

3. Warranty Period

3.1. Subject to clause 4 and clause 5, FMS warrants to the Customer that the FMS Product will be free from proven defects in material and workmanship for twelve months from the date of purchase by the Customer, unless a specific warranty period applies to a component listed in appendix A.

3.2. The warranty is not transferable.

4. Limitations

4.1. This warranty does not cover damages resulting from shipping and handling, abuse, accidents, alterations, normal wear or failure to maintain or use the FMS Product with due care.

4.2. FMS does not warrant that the operation of the FMS Product will be uninterrupted or error free. The Customer must read and follow all instructions and manuals for the setup, maintenance and use of the FMS Product. If the Customer fails to do so, the FMS Product may not function correctly and may suffer other damage.

4.3. This warranty does not extend to FMS Products installed by anyone other than a licensed electrician. The cost of repairs and/or service arising from incorrect installation, not due to faulty material or workmanship in accordance with the FMS warranty, will be payable by the Customer at the time of repair.

4.4. This warranty does not extend to Non FMS Components which have their own warranties and the Customer must rely on the those warranties for any defects in material or workmanship relating to Non FMS Components. See Appendix A for list of Non FMS Components.

- 4.5. This warranty does not extend to cover corrosion due to any cause nor to any damage to painted or anodised surfaces that occurs after the Customer takes delivery of the FMS Product.
- 4.6. FMS Products have sensitive electronic components which are susceptible to damage by lightning and electricity supply faults. The installation of a power surge protector is recommended to avoid problems of this nature. This warranty does not extend to cover an FMS Product that does not have a surge protector installed by a licenced electrician.
- 4.7. This warranty does not cover time required to diagnose a warranty problem.
- 4.8. The use of parts other than FMS parts for repair of warranted items will automatically negate any warranty. Warranted components must be replaced with genuine FMS parts.
- 4.9. Repairs by an unauthorised agent will automatically forfeit any warranty. Warranty repairs must be carried out by FMS or an authorised FMS Dealer/Service Agent only.
- 4.10. This warranty does not cover transportation, freight or insurance costs for FMS Products needing repair or replacement of warranted components. Nor does it cover any freight or insurance costs in obtaining new parts or returning old parts to FMS for inspection purposes.
- 4.11. The time taken to remove and re-install a warranted part or component into other brands of equipment will not be covered by the FMS warranty. Only parts and labour directly attributable to the repair of the FMS unit will be covered.
- 4.12. FMS does not pay for cleaning, or clean the FMS Product, accessories or work area before or after the warranty repair.
- 4.13. FMS assumes no responsibility for improper choice of models or where FMS Products are used in excess of rated capacities and design functions, or under abnormal conditions. We make available a free technical service to help with any FMS Product selection, application or situation.
- 4.14. FMS will not accept change of mind returns on items that come in sealed packages or boxes where seals are damaged or broken.

5. Repair or Replace

- 5.1. During the warranty period, FMS or its authorised Dealer/Service Agent shall repair or replace, at FMS' discretion, without charge for parts and standard labour, any part of the FMS Product which fails because of defects in material or workmanship unless the damage arises from:
 - 5.1.1. Failure resulting from neglect or misuse, such as improper operation, lack of required maintenance or failure to cease use of the FMS Product when a fault arises which results in greater damage to the FMS Product;
 - 5.1.2. Deteriorated or failed components such as but not limited seals, electrical wiring and connections damaged by corrosive chemicals, dirt and sand, excessive heat or moisture. The Customer should ensure the type and strength of chemicals used in the FMS Product are compatible with the design of the FMS Product;
 - 5.1.3. The use of accessories, hardware, or software which were not manufactured by, installed by or approved in writing by FMS;
 - 5.1.4. The use of consumable items such as but not limited to oils, lubricants, seals, gaskets, filter elements, flow meters, clutches, drive belts, pivot pins, paint, batteries, radio transmitters, radio relays, push buttons, switches, hose rollers, aerials, and nozzles as these items are considered to be normal wear items and are not warranted;
 - 5.1.5. Damage or machine failure caused by carelessness or accidental damage, improper operation, inappropriate transportation or storage of the FMS Product;
 - 5.1.6. Any contamination or leakages caused or induced by the Customer;
 - 5.1.7. Any use or operation of the FMS Product outside the physical, electrical or environmental specifications of the FMS Product;
 - 5.1.8. Any alterations, modifications, attachments or unauthorised repairs to the FMS Product which have not been authorised in writing by FMS; and
 - 5.1.9. Failures due to faulty or inadequate electrical sources of power

6. Non FMS Component Warranties

- 6.1. All Non FMS Components are covered by the Original Manufacturer's Warranty. It is the Customer's responsibility to familiarise themselves with these warranties, and subject to clause 7, that is the only warranty given to the customer in respect of that part of the FMS Product.

7. Warranty Claim Procedure

- 7.1. To obtain warranty service:
 - 7.1.1. The online Warranty Registration Form <https://farmmanagementsystem.com.au/order/#productregistration> must be completed by the Customer within 14 days of taking delivery of the FMS Product;
 - 7.1.2. The Customer must read the installation and operating manual before installing/ operating the FMS Product; The Customer must provide with notice of the defect FMS within the warranty period and within 14 days of discovery of the claimed problem and allow reasonable time for replacement or repair.
- 7.2. FMS may, at its discretion, request the Customer to deliver the alleged defective parts to an authorised servicing Dealer/Service Agent or to FMS. Transportation of the FMS Product to the authorised servicing Dealer/Service Agent or FMS for warranty work is the responsibility of the Customer and is at the Customer's expense. Alternatively, the Customer may request a FMS service technician to travel to the site of the FMS Product to effect repairs or replacement, however the reasonable travel costs (including travelling time) of the service technician must be paid for by the Customer.
- 7.3. Any service outside the scope of this warranty will be charged for at FMS' rates and terms then in effect.

8. Compliance with Australian Consumer Law

- 8.1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is 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.

9. Other

- 9.1. This warranty is in lieu of all other warranties expressed or implied, and there are no warranties of merchantability or fitness for a particular purpose.
- 9.2. The benefits provided to the consumer by this warranty are in addition to other rights and remedies available to the consumer under the law in relation to the FMS Product as per clause 8.1.
- 9.3. Subject to clause 7.2, in no event shall FMS or the authorised Dealer/ Service Agent be liable for any loss of profit or any consequential, indirect or special loss, damage or injury of any kind whatsoever arising directly or indirectly from the FMS Product or any defect.
- 9.4. FMS reserves the right to alter, modify or redesign its FMS Products, pricing and guarantee at all times without creating any liability for the obsolescence of customer inventory of such parts or FMS Products.
- 9.5. The judgement of FMS in all cases of claims under this warranty shall be final and conclusive and the Customer agrees to accept its decisions on all questions as to defect, repair and to the exchange of any part or parts.

Appendix A: OEM Warranties

1. FM Base – The FM Base does not contain a warranty from FMS. Please refer to the Multitech Manual found [here](#).
2. MDOT – The MDOT does not contain a warranty from FMS. Please refer to the Multitech Manual found [here](#).