

**1. WARRANTOR**

STIHL Limited,  
9 Bishop Browne Place,  
East Tamaki,  
Auckland, New Zealand. (“STIHL”)

**2. WARRANTY**

STIHL undertakes to repair or replace, at its option, any new STIHL branded product (each a ‘STIHL product’) purchased from an authorised STIHL Dealer in New Zealand which fails due to a defect in materials or workmanship during the applicable warranty period specified in Section 3 below, subject to the terms and conditions set out in this Warranty.

Any repair work under this Warranty must be performed by an authorised New Zealand STIHL Dealer.

**3. WARRANTY PERIOD**

Warranty coverage commences from the date of completion of the Warranty Registration Information provided with all new STIHL products or from the date of sale, whichever is the earlier. The Warranty periods applicable to new STIHL products are as follows (depending on the end-use or product type specified).

**STIHL SERVICE ADVANTAGE**

Extend the Warranty of your STIHL petrol product, when you exclusively use STIHL HP Ultra Oil and service your machine every year at any STIHL Specialist Dealer. By joining the program, you effectively double the Warranty on a STIHL petrol machine when you use it in a Private/ Domestic, Lifestyle Block, or Farming application.

| MARKET CATEGORY TERMS   | Warranty Period |
|---|-----------------|
| Private / Domestic Use  | 2 years         |
| Lifestyle Block   | 2 years         |
| Farming Use   | 2 years         |
| Commercial Use<br>(including use in contracting, farm forestry and all industrial applications)     | 1 year          |
| Government & Local Authority  | 1 year          |
| Forestry (professional application)   | 6 months        |
| Hire & Rental<br>(where product is hired for private or commercial use)                             | 6 months        |
| Cutting Attachments and Accessory items<br>supplied with the product                                | 1 month         |
| Spare Parts, Cutting Attachments and Accessory items<br>supplied for repair or replacement purposes | 1 month         |
| Product Specific Terms  |                 |
| STIHL Battery and Electric  | 2 years         |
| STIHL 4-Mix   | 2 years         |

**4. WARRANTY EXCLUSIONS AND LIMITATIONS**

4.1 This Warranty applies only to new STIHL products purchased from an authorised New Zealand STIHL Dealer.

4.2 This Warranty is non-transferable and restricted to the original purchaser named on the Warranty Registration Information.

4.3 This Warranty does not apply to, or in any way cover:

- a normal wear and tear;
- b failure arising from the improper use of a STIHL product;
- c failure arising from use of a STIHL product in a manner contrary to law;
- d failure of, or caused by, parts or components which are not manufactured by STIHL or supplied by a STIHL approved supplier;
- e failure arising from accident, abuse, acts of God, fire, adverse weather conditions, sabotage, contaminated fluids or neglect or failure to operate, store and, vandalism  
or maintain a STIHL product in accordance with instructions provided in the Owner’s Manual supplied with a STIHL product;

- f parts or service required for the normal and regular maintenance of a STIHL product e.g. lubricants, engine tune-ups etc;
- g normal adjustments which are explained in the Owner's Manual supplied with a STIHL product;
- h repairs made necessary due to a STIHL product coming into contact with or being exposed to dirt, abrasives, moisture, rust, corrosion, varnish or other similar conditions;
- i damage to, or seizure of a STIHL product due to engine tuning different from that set out in the Owner's Manual supplied with that STIHL product;
- j failure arising from the use of incorrect fuel or fuel and oil mix for the engine or incorrect chain and bar oil for the oil pump;
- k failure arising from the use of salt water in a Waterblaster;
- l failure arising from any negligent act or omission of any person other than STIHL or any of its employees;
- m failure arising from any unauthorised assembly, repair or modification of a STIHL product by any person; or
- n failure arising from use of STIHL products as a cutting attachment in milling operations

4.4 This Warranty applies in addition to any rights the purchaser may have under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. Nothing in this Warranty affects your rights under those laws. The purchaser and STIHL agree that, to the extent that any products covered under this Warranty are supplied and acquired in trade, business, industry, profession, occupation, activity or commerce, the provisions of the Consumer Guarantees Act 1993 will not apply

4.5 STIHL polymer bodied/decked lawnmowers receive a 10 year warranty on the polymer body (not associated parts)

4.6 Combi attachments will carry the same warranty as the Combi unit based upon the user

#### 5. PURCHASER'S OBLIGATIONS

In order to obtain the benefit of this Warranty, the purchaser must comply with the following provisions:

- 5.1 after 4 hours operation, or within 1 month after the purchase of the STIHL product the purchaser must return that STIHL product to the authorised STIHL Dealer from which it was purchased for a post-sale check; and
- 5.2 if a failure occurs of a STIHL product to which this Warranty applies or may apply, the purchaser must:
  - a at their sole expense, deliver that STIHL product to the authorised STIHL Dealer from which it was purchased or any other authorised STIHL Dealer in New Zealand;
  - b produce to the authorised STIHL Dealer the customer copy of the Warranty Registration Information relating to that STIHL product; and
  - c if that STIHL product is sent to an authorised STIHL Dealer in New Zealand other than the authorised STIHL Dealer from which it was purchased, provide to the authorised STIHL Dealer proof of the purchaser's ownership of that STIHL product and the date of purchase.

#### 6. STIHL'S OBLIGATIONS

If a claim made under this Warranty is accepted, STIHL will meet its obligations under Section 2 (above), free of charge to the purchaser. Repairs will be scheduled and performed in accordance with the normal work flow of the authorised STIHL Dealer to which the STIHL product is delivered. The timing of a repair may depend upon the availability of replacement parts and components.

#### 7. LIMITATION ON STIHL'S OBLIGATIONS

To the extent permitted under the Consumer Guarantees Act 1993:

- 7.1 STIHL will not be liable to any purchaser or any other person for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind however caused (including negligence) arising directly or indirectly from or in connection with any STIHL product and/or any failure of or any fault in any STIHL product.
- 7.2 STIHL's liability in respect of all claims for loss, damage or injury however arising shall not in aggregate exceed the price of the relevant STIHL product.
- 7.3 Except as expressly set out in this Warranty, all terms, conditions, warranties, undertakings, inducements or representations whether expressed, implied, statutory or otherwise, relating to a STIHL product are excluded.
- 7.4 If the STIHL product fails to comply with any guarantee in the Consumer Guarantees Act 1993, STIHL will repair or replace the product at STIHL's discretion.

#### 8. INFORMATION

The purchaser authorises STIHL to collect, use or disclose any information it holds about the purchaser for any purpose relating to the usual business functions and activities of STIHL (including debt collection and credit assessment purposes and for the direct marketing of STIHL products), and the purchaser also authorises any third parties to provide information to STIHL for those purposes. The purchaser may access and correct any such information.

#### 9. STIHL'S RIGHT OF DETERMINATION

STIHL alone has the exclusive right to determine whether or not this Warranty extends to a claim made by a purchaser.