

Intent

The Company is committed to provide the highest possible standards of customer service at all times designed to both meet and exceed customers' expectations. The Company aims to apply fairness to all requests for return of goods and to act in accordance with the relevant legislation and regulations. The Company honours a 'money back' guarantee on its BROOKFIELD products and a general warranty on other products.

This policy is designed to establish consistent Company standards and procedures for the investigation and action of any returns of Company products from customers.

Legislation

Under current legislation, the Company does not have to refund or accept the return of goods when a customer has changed their mind. However, the Company does provide a remedy when goods do not meet the legislated 'consumer guarantees', or meet consumer guarantees on repairs & spare parts or any expressed warranty.

General Warranty

The Company is committed to providing excellence – we provide cost effective, efficient, safe and good quality products. We also aim to apply fairness to all requests for repair, replacement or return of goods.

The Company will act promptly to investigate and remedy return of goods for repair or replacement due to faults or defects, or incorrect supply. Our products are covered by warranty (see periods and inclusions below) and we encourage customers to let us know if they are not completely satisfied with any aspect of their purchase.

Customers should contact their BROOKFIELD dealer to arrange a warranty claim for BROOKFIELD products.

Dealers should refer to **Process a Warranty Claim – Dealers** for guidance in lodging a claim.

General Warranty – terms and conditions:

1. Our *money back guarantee* does not apply if a customer simply changes their mind.
2. Customers are expected to inspect all products upon delivery and notify the Company of any evident defect/damage, shortage in supply, or failure to comply with the description or quote. The customer must notify any other alleged defect in the products as soon as reasonably possible after any such defect becomes evident (as per the Company's *Terms and Conditions of Trade 13.1*).
3. The Warranty Registration and Warranty Checklist must be completed, signed and returned to the Company within 8 days of delivery of purchase.
4. Every BROOKFIELD machine is thoroughly inspected and tested prior to delivery as indicated on the Warranty Checklist.
5. The Company warrants all its products against defective workmanship and faulty materials, and undertakes at its option, and according to the judgment of authorised staff or representative, to repair or replace, free of charge, each component or part thereof (excluding travel, freight or labour) on condition that:
 - the product or component is found, on examination, to be suffering from a material or constructional defect;
 - the product or relevant part has not been subjected to incorrect adjustment, misuse or neglect, or has been involved in any accident;
 - the product has not been damaged due to repairs, modifications or alterations made by any person not authorised by the Company to do so; and
 - the repairs are not required as a result of normal wear and tear.
6. Damaged parts will be assessed by authorised staff of the Company, either physically, if possible, or by photographic evidence.
7. All parts relating to a warranty claim will be returned to the Company within 30 days and in the event of a successful claim, retained by the same.

8. The customer is responsible for the return of all parts claimed under warranty to the Company. The Company will advise the exact location of return which, if possible, will be the closest dealer.
9. The Company cannot be held responsible for any repair, or cost incurred by repair, by an unauthorised person.

Warranty Periods and Inclusions

Failure Type	Warranty Period <i>(from the date of delivery)</i>	Warranty Type
BROOKFIELD assets	<i>(refer to money back guarantee)</i>	
Main frame & associated fixed componentry	0 – 12 months	100% * + 100% relative costs **
	12 – 24 months	50% *** + 50% relative costs **
	> 24 months	No Warranty
Main frame wearing componentry (wheels, bearings, drive train etc.)	0 – 1 month	100% * + 100% relative costs **
	> 1 month	No Warranty
Swivel Bearings #	0 – 1 month	100% * + 100% relative costs **
	> 1 month	No Warranty
Repair cost reimbursement – ex Dealers yard <i>(costs and repair times must be agreed with AGPL)</i>		\$90.00/hour + GST <i>(excluding travel time & costs)</i>

if equipped on original delivery of machine.

* AGPL will supply replacement parts at zero cost to the customer.

** includes shipping, machine components broken, etc. – maximum cost recognised will not exceed 200% of the sale value of the said products/components.

*** AGPL will supply replacement parts. The customer will be required to pay 50% of the parts.

BROOKFIELD® Money Back Guarantee

The Company is committed to excellence – every machine that bears the BROOKFIELD name carries with it the highest standards of product safety and integrity. We provide cost effective, efficient and good quality products and believe our customers will be completely satisfied with their investment. Therefore, the Company offers the following **Money Back Guarantee**:

*BROOKFIELD guarantee to better your operation, or your money back**

To ensure our customers get the best service and are completely satisfied with their BROOKFIELD products, the Company is committed to three (3) phases of commitment to the customer:

1. Initial Consultation – ensuring customers get the best products for their needs, the Company will spend the time to get to know the customer’s expectations as well as their farm conditions and operation. By talking to the customer, visiting their property and/or demonstrating our machines onsite (or in similar conditions), the Company endeavours to ensure a perfect fit for their specific needs and conditions.
2. Delivery and Setup – the delivery of all BROOKFIELD machines will be followed by a visit from an authorised representative to assist with setup onsite. This process will ensure the customer has the machine set up correctly to the conditions, understands the settings and functions of the machine and has the opportunity to discuss other possible scenarios.
3. Post Sales Service – the Company will continue to work with the customer after their purchase. We supply spare parts, ongoing advice and extensive analysis of any issues. As part of our guarantee, the Company will enter an ‘analysis period’ when concerns raised by a customer will undergo extensive evaluation as the nature of the problem and how it can be addressed. This ‘analysis period’ will include,

at a minimum, an onsite visit by an authorised representative to work through the settings, tooling and attachments of the machine, as well as the conditions in which the machine is being used. This site visit will allow the opportunity to change settings and attachments (including chains & tooling) on the machine to better suit the needs and conditions specific to the customer. If the customer is still not satisfied with their investment after the 'analysis period' then the Company will honour the *money back guarantee**.

* Money Back Guarantee – terms and conditions:

1. All *General Warranty – terms and conditions* apply unless expressly overwritten by the *Money Back Guarantee – terms and conditions*.
2. Spare parts are excluded from this guarantee.
3. Customers are expected to inspect all products upon delivery and notify the Company of any evident defect/damage, shortage in supply, or failure to comply with the description or quote. The customer must notify any other alleged defect in the products as soon as reasonably possible after any such defect becomes evident (as per the Company's *Terms and Conditions of Trade 13.1*).
4. All claims will be subject to an 'analysis period' prior to the consideration of a refund.
5. The 'analysis period' will include, at a minimum, an onsite visit by an authorised representative of the Company.
6. The Company, first and foremost, wants the customer to be happy with their investment and get the best possible results. Therefore, we will commit to a prompt and speedy response to any concerns from the customer and to the application or supply of any measures identified in the 'analysis period'.
7. The customer will agree to provide detailed information, including photos if applicable, of the problems, allow access by the above representative as soon as reasonably practicable and commit to implement any recommended changes for a reasonable period.
8. Both parties acknowledge that complete resolution may require more than a single visit or communication.
9. The guarantee will apply fully to all claims made within twelve (12) months of purchase (as per the invoice) and with a usage of less than 100 hectares. A 'sliding scale' will apply to all claims outside these parameters. (see Attachment A / contact Active Group for more details)
10. Claims will be recognised from the date made, not on the time spent to investigate and implement any actions during the 'analysis period'.
11. The cost of repairs for any damage to or excessive wear and tear inconsistent with the period of ownership of the product will be deducted from the refund.
12. The Company will not be responsible for any damage or loss incurred during the 'analysis period' or the return transportation of the machine.
13. The customer is responsible for the return of the machine, including all components as supplied with the machine such as spare parts and product manual, to the Company. The Company will advise the exact location of return which, if possible, will be the closest dealer.
14. The refund will not include freight costs or any applicable banking and finance charges.
15. Refunds will be paid by the method or into the account from which it was paid.
16. The Company reserves the right to limit the number of times they will accept returns from a customer. If the Company considers that our products just don't suit the customer or their conditions, then we will process the latest return and advise the customer to seek another supplier.