McHale Limited Warranty

McHale Engineering, Ballinrobe, Co. Mayo, Ireland (hereinafter called “the company”) warrants to the original retail purchaser that new products sold and registered with the company, shall be, at the time of delivery, free from defects in material and workmanship, and that such equipment is covered under Limited Warranty providing the machine is used and serviced in accordance with the recommendations in the Operator’s manual.

This Limited Warranty covers the equipment for 10,000 bales, or a period of one year starting from the date the equipment is commissioned, whichever comes first.

The online submission of the pre-delivery inspection (PDI) form by the dealer (importer) is taken as evidence of the delivery of the machine to the original retail purchaser. This is compulsory, and is required to record the machine in the McHale warranty system.

These conditions are subject to the following exceptions:

- Parts of the machine which are not of McHale manufacture, such as tyres, PTO shafts, slip clutches, hydraulic cylinders, etc. are not covered by this Limited Warranty, but are subject to the warranty of the original manufacturer. Warranty claims applying to these types of parts must be submitted in the same way as if they were parts manufactured by McHale. However, compensation will be paid in accordance with the warranty agreement of the manufacturer concerned.
- This Limited Warranty does not apply to failure through normal wear and tear, to damage resulting from negligence or from lack of inspection, from misuse, from lack of maintenance and/or if the machine has been involved in an accident, lent out or used for purposes other than those for which it was intended by the company.
- This Limited Warranty will not apply to any product that has been altered or modified in any way without the express permission of the company, or if parts not approved by McHale are used in repair.
- The company take no responsibility for any additional costs, including loss of oil and/ or consumables incurred during the failure and repair of a product.
- The company cannot be held responsible for any claims or injuries to the owner or to the third party, nor to any resulting responsibility.
- Also, on no account can the company be held liable for incidental or consequential damages (including loss of anticipated profits) or for any impairment due to failure, a latent defect or a breakdown of a machine.

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The customer will be responsible for the following costs:

- Normal maintenance such as greasing, maintenance of oil levels, minor adjustments, etc. as specified in the Operator's manual.
- Labour charges other than originally agreed, incurred in the removal and replacement of components.
- Dealer's travel time and travel costs to and from the machine.
- Parts defined as normal wear items such as, but not limited to PTO shafts, chains, tyres, bearings, belts, blades, knives, tines, tine bars, slip clutches, nylon chain runners and slides, etc. that are not covered under the Limited Warranty.

The importer will be responsible for the following costs:

- All warranty labour charges**.**

The warranty is dependent on the strict observance of the following:

- The machine has been put in service by the McHale dealer according to our instructions.
- The online pre-delivery inspection (PDI) form has been correctly completed by the dealer.
- A printed version of the PDI form has been signed and dated by the original retail purchaser. This copy is to be stored by the dealer and made available to McHale when requested.
- The warranty claim is submitted using the McHale online claims system.
- The warranty claim must be submitted by the original retailing McHale dealer only.
- The decision of the company in all cases is final.
- Damaged parts should be held by the dealer until credit has been given, or a returns request has been issued.
- Parts must be returned to McHale, with the McHale claim number written clearly on each individual part. These parts must be free from dirt and oil. If a part is returned in an unfit state, the claim will be refused.
- If damaged parts have been returned to the company and warranty is refused, the dealer is allowed a period of one month from the date of receiving our notification to request the return of the damaged parts to the dealer site.

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Further conditions - limits of application and responsibility:

- This Limited Warranty cannot be assigned or transferred to anyone without the prior written consent of the company.
- McHale dealers have no right or authority to assume any obligation or take any decision on the company's behalf, whether expressly or tacitly.
- Technical assistance given by the company or its agents for repairing or operating equipment does not lead to any responsibility on the company's behalf and cannot under any circumstances bring novation or derogation to the conditions of the present Limited Warranty.
- The company reserves the right to incorporate changes in its machines without prior notice and without obligation to apply these changes to machines previously manufactured.
- The present Limited Warranty excludes any other responsibility, whether legal or conventional, express or implied, and there are no warranties extending beyond those defined herein.