

Warranty Information

Cavalier Livestock Equipment (Cavalier Engineering)

Limited Warranty And General Terms

PURCHASER will be solely responsible for the transportation and installation of the equipment purchased from Cavalier Engineering and all costs and expenses thereof. The purchase price of the equipment ordered by PURCHASER shall be paid in full before delivery. All orders for equipment shall be subject to the approval by Cavalier Engineering at Cavalier Engineering's place of business.

The purchase price for the equipment ordered by PURCHASER is free on board from the Cavalier Engineering Factory, 41 Dennis Little Drive, Gympie, Qld, 4570. Title and all risk of loss shall be borne by PURCHASER upon delivery by Cavalier Engineering to the carrier selected by Cavalier Engineering or the PURCHASER. Cavalier Engineering shall not be liable for any loss of use, or for any indirect or consequential damage due to delay in scheduled delivery. Cavalier Engineering's responsibility for shipment ceases upon delivery to the carrier, and all claims occurring thereafter must be made to the carrier by PURCHASER. Transportation charges from point of shipment to point of destination shall be paid by PURCHASER.

Cavalier Engineering warrants the equipment against defective materials or workmanship for a period of 365 days after date of purchase. Provided that PURCHASER promptly sends to Cavalier Engineering notice of the defect and establishes that the equipment has been properly set up, maintained and operated within the limits of normal usage, and Provided that PURCHASER returns the defective item or items at PURCHASER's cost to Cavalier Engineering 41 Dennis Little Drive, Gympie, Qld, 4570 for inspection.

Cavalier Engineering makes no warranties with respect to parts, accessories, assemblies or components not manufactured by Cavalier Engineering even though such parts or equipment may be part of and included with equipment sold by Cavalier Engineering. Parts, accessories, assemblies and components included in the equipment sold by Cavalier Engineering which are not manufactured by Cavalier Engineering are subject only to the warranty of their respective manufacturer.

Pneumatic parts, accessories and components fitted to CAV-AIR and or sold through Cavalier Engineering is warranted through Cavalier Engineering via its supplier IMI Precision Engineering (formally Norgren Pneumatics). Ltd. Cavalier Engineering shall not be liable for any special, indirect, incidental or consequential damages including damages claimed in connection with any rescission of a factory service agreement by PURCHASER. Cavalier Engineering will not be responsible for any dismantling, reassembly or re-installation or transport charges incurred.

This warranty shall not cover misuse, abuse, negligence, accident or sabotage, but shall be limited to repair or replacement, free on board from Cavalier Engineering - 41 Dennis Little Drive, Gympie, Qld, 4570 factory, of those parts which, upon inspection of Cavalier Engineering appear to have been defective in material and workmanship. Cavalier Engineering will not be responsible for any dismantling, reassembly or re-installation or transport charges incurred in any warranted items.

This warranty is limited to PURCHASER and shall not be transferable to any third party.

This warranty provided is expressly in lieu of all other warranties expressed or implied (including those of merchantability and fitness or any product for a particular purpose) and all other obligations or liabilities on Cavalier Engineering's part and Cavalier Engineering neither assumes nor authorized any person to assume for Cavalier Engineering any other liability in connection with the sale of the equipment. There are no warranties which extend beyond those specifically stated herein.

The liability of Cavalier Engineering shall be limited to the repair or replacement of defective parts and/or materials. Neither Cavalier Engineering nor any subsidiary or division or related company shall have any liability whatsoever for loss of use or for any accidental or consequential damages, such as, but not by way of limitation, loss of profits, loss of use of other equipment improper performance of work, penalties of any kind, loss of services of personnel, loss or damage to animals or any other losses which may be experienced by PURCHASER and/or any third party.

