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# **TRAXXIS** RUBBER TRACK Agricultural Usage

Effective Date: Product produced on or after 6th January 2017

# Eligibility

Original owner of new TRAXXIS rubber tracks that were purchased through an authorized TRAXXIS™ aftermarket dealer or directly from Sly Europe Ltd, Sly Agri Ltd or Sly France SAS.

## Coverage

TRAXXIS agricultural tracks are warranted, from date of purchase to 48 months or 4000 hours for friction drive tracks, 48 months or 2000 hours for positive drive tractor tracks, and 2 years or 1000 hours for positive drive combine tracks, as shown on the Customer Participation Charts, against defects in materials or workmanship. An TRAXXIS track that becomes unserviceable as a result of a defect in materials or workmanship, as determined by manufacturer, will be replaced, or allowance will be given towards purchase of replacement TRAXXIS track, at manufacturer's choice.

# **Excluded from Coverage**

- Track manufactured more than 60 months prior to warranty request.
- Usage in non-agricultural (commercial construction, scraper) applications.
- Usage with cast slotted drivewheels (CSD).
- Rapid wear or damage caused by extended transport operations.
- Remanufactured track.
- Failure resulting from abuse, misuse, negligence, alteration, accident, field or road hazard or stubble damage, overload, mismatching of adjacent tracks, misapplication, use of nonauthorised/non-standard undercarriage components, or poor mechanical condition, maintenance or adjustment.
- Cosmetic defects, such as surface cracks, splits and other superficial distress that may impact track appearance but does not render the track unusable or measureably diminish overall life.
- Usage, installation, or adjustment which manufacturer judges improper.

# **Owner Obligations**

- Giving notice of failure within applicable warranty period and providing valid proof of purchase.
- Transportation cost to warranty service location.
- · Removal and Installation costs and taxes.
- · Freight charges if applicable.
- Undercarriage components properly maintained and adjusted.

# **Customer Participation Charts**

Powered Friction Drive Systems (All)\*

Months of Service				
AGRICULTURAL SERVICE	0-12	13-24	25-36	37-48
Customer Portion	0%	40%	60%	80%

<sup>\*</sup> Limited to 4000 hours and at least 25 mm (1 in) of remaining tread height.

#### Positive Drive Systems - Tractors\*\*

Months of Service				
AGRICULTURAL SERVICE	0-12	13-24	25-36	37-48
Customer Portion	0%	40%	60%	80%

<sup>\*\*</sup> Limited to 2000 hours and at least 25 mm (1 in) of remaining tread height.

#### Positive Drive Systems - Combines and Other\*\*\* Non Powered Track Systems - All #

Months of Service				
AGRICULTURAL SERVICE	0-12	13-24	25-36	37-48
Customer Portion	0%	40%	60%	80%

<sup>\*\*\*</sup> Limited to 1000 hours and at least 25mm (1 in) of remaining tread height. # No hour limit and at least 12mm (0.5 in) of remaining tread height. NOTE: If months of service are unknown, manufacturing date will be used.

## **Prorated Replacement**

Months of service is defined as the time from track sale date to the acceptance of warranty claim from the completed warranty claim form. To determine the replacement price, the appropriate pro rata percentage from the customer participation chart is multiplied by the current list price.

# Track Warranty Period

Track replaced due to a defect in materials and workmanship during the original track warranty period, and customer participation is less than or equal to 50%, the replacement track warranty period is limited to the remainder of the original track warranty period. Otherwise, the replacement track will carry a full new track warranty.

### Other Conditions

Appropriate taxes, mounting, or other service charges may be added by dealer to the total customer replacement cost. Manufacturer may recall any warranty track, require disabling of the warranty track to preclude further use, or require evidence replacement track was sourced from Manufacturer, as a condition for claim reimbursement.

For additional details, see your TRAXXIS dealer.

# **Legal Rights**

THESE WARRANTIES ARE IN LIEU OF ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Sly Europe Ltd/Sly Agri Ltd or Sly France Sas Liability and Purchaser's SUPPOSE. Sly Europe Ltd/Sly Agri Ltd or Sly France Sas Liability and Purchaser's NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE REPLACEMENT OF THE TRACKS ON A PRORATED BASIS PER CHART AS STATED ON THE FRONT SIDE HEREOF. UNDER NO CIRCUMSTANCES SHALL SLY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF SIY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THE ABOVE LIMITATIONS OR EXCLUSIONS ARE NOT APPLICABLE, SIY'S LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY WILL BE LIMITED TO PAYMENT BY SIY OF ACTUAL DAMAGES NOT TO EXCEED THE AMOUNT PAID FOR THE TRACK. IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

Certain jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on how long an implied warranty lasts or length of time within which you may bring action, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from one jurisdiction to another.

No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of these warranties in any manner whatsoever. The time within which an action must be commenced to enforce any obligation of Sly's arising under this warranty or under any statute or law, is hereby limited to one year from the date you discover or should have discovered the defect. This limitation does not apply to implied warranties arising under the law.

To find the location of your nearest agent or distributor, or to ask advice or questions related to the TRAXXIS product or to this document, please view our website below:

www.slyagri.com

## Track Information

Machine Model	
Machine S/N	
Track Part Number	

#### 2 Track System

	Track Serial Number*	Warranty Start Date	Machine Hours @ Install
Left			
Right			

#### 4 Track System

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	Track Serial Number*	Warranty Start Date	Machine Hours @ Install
F/Left			
F/Right			
R/Left			
R/Right			

Part Number

7 or 8 Digit Serial Number

Location of Serial Number could be on

Location of Serial Number could be on right or left hand side of track.

Purchased By

\*Track Serial Number format (eg. A2D43-1A2A)
Track serial number location is on the edge of the roller side of the track, see image.
Please record all information and keep in a safe location.

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