



## Gallagher Animal Management Global Customer Warranty Policy

Date Updated: 1<sup>st</sup> December 2023

### **(A) Global Customer Warranty Policy**

At Gallagher Group Limited (“Gallagher”, “us” “we”, or “our”), we aim to provide great products. But even with great products, things can go wrong from time to time.

We’ve set out below the voluntary manufacturer’s Warranty provided by Gallagher™ that covers the Gallagher-branded Animal Management products, solutions, and accessories (“Products”).

This Global Customer Warranty Policy applies to the Products listed below that are first purchased from us or an Authorised Gallagher Reseller.

### **(B) Duration of Warranty**

The duration for your Warranty begins on the date you purchase the Product and expires at the end of the Warranty Period.

In the table below we’ve set out a list of the Products covered, and a guide to the typical duration of the Warranty for each Product. For the exact Warranty Period, please consult your Product’s packaging or accompanying documentation.

Please note that Product availability may vary by region. Not all listed Products are available in each country or region.

Animal Management Solution		Product	Typical Warranty Period
<b>General</b>			
	Repairs	• Service Parts and Modules	90 days
	Consumables	• Batteries (user-replaceable; sold inside an appliance)	90 days
<b>General Fencing</b>			
	Steel Gates	• Steel Gates • Gate Hardware (e.g. gudgeons, hinges, fasteners, etc.)	5 Years
	Fence Tools & Accessories	• Fencing Pliers & Wire Cutters • Wire Crimping Tools • Wire Tightening Tools • Wire Dispensers & Spinning Jennies • Wire Clamps and Joiners • Spring Tensioners • Tie-Downs and Handles	1 Year
<b>Electric Fencing</b>			
Permanent Fencing	Premium	• Porcelain Insulators (High-Strain and Reel only)	15 Years
	Heavy Duty	• Wire & Cable (e.g. fence; lead-out; under-gate; equine) • Wire Strainers & Tighteners • Insulators – Heavy-Duty range • Insulated Line Posts • Offsets – Live Tips • Cut-Out Switches – Heavy-Duty	10 Years
	Standard	• Insulators – Standard North American range	3 Years
	Economy	• Insulators – Economy range	1 Year

Semi-Permanent Fencing	Premium	<ul style="list-style-type: none"> <li>Offsets – Ring-top</li> </ul>	5 Years
	Standard	<ul style="list-style-type: none"> <li>Fibreglass Posts &amp; Clips</li> <li>Offsets – Wire &amp; Pigtail</li> </ul>	2 Years
Portable Fencing	Premium	<ul style="list-style-type: none"> <li>Ring-top Posts</li> </ul>	2 Years
	Standard	<ul style="list-style-type: none"> <li>Conductive Tapes, Wires, Braids &amp; Rope</li> <li>Portable Posts (e.g. Tread-in; Pigtail; Tumble Wheel)</li> <li>Insulators – Portable fencing</li> <li>Reels &amp; Reel Accessories</li> <li>All-in-one Fences (e.g. Smart Fence; Portable Netting.)</li> </ul>	1 Year
Energizers		<ul style="list-style-type: none"> <li>Mains Powered Energizers</li> <li>Battery Powered Energizers</li> <li>Solar Powered Energizers</li> <li>Multi Powered Energizers</li> </ul>	3 Years
Fence Testers & Remotes	Premium	<ul style="list-style-type: none"> <li>i-series Remote &amp; Fault-Finders</li> <li>i-series Fence Monitors</li> <li>i-Series App Gateways</li> </ul>	3 Years
	Standard	<ul style="list-style-type: none"> <li>Fence Volt Meters</li> <li>Fault Finders</li> <li>Live Fence Indicators</li> <li>Fence Voltage Indicators</li> <li>Load Testers</li> </ul>	1 Year
Solar Panels			2 Years
Power System Accessories	Standard	<ul style="list-style-type: none"> <li>Wire Clamps and Joiners</li> <li>Earthing / Grounding</li> <li>Electric Gates &amp; Handles</li> <li>Lightning Diverters</li> <li>Leads &amp; Wiresets</li> <li>Cut-out Switches – Standard range (e.g. Knife)</li> <li>i-Series Alarm</li> </ul>	1 Year
<b>Virtual Fencing &amp; Herding</b>			
eShepherd		<ul style="list-style-type: none"> <li>Neckbands</li> <li>Base Stations</li> </ul>	3 Years
<b>Weighing &amp; EID</b>			
Scales & Data Collectors		<ul style="list-style-type: none"> <li>Touchscreen (e.g. TW1, TW3, TWR-5)</li> <li>Standard (e.g. W-0, W-1)</li> </ul>	2 Years
EID Readers		<ul style="list-style-type: none"> <li>EID Portable Readers (e.g. HR4/5)</li> <li>EID Tag Reader Controllers</li> <li>EID Tag Reader Antennas</li> </ul>	2 Years
Load-bars		<ul style="list-style-type: none"> <li>Wired Load-bars</li> <li>Wireless Load-bars</li> <li>Suspension Load-cells</li> </ul>	2 Years
Weighing Platforms			2 Years
<b>Animal Handling</b>			
Drafters		<ul style="list-style-type: none"> <li>Sheep Auto Drafter</li> </ul>	1 Year
Stock Prods			1 Year
<b>Wireless Water Monitoring</b>			
Satellite		<ul style="list-style-type: none"> <li>Satellite Liquid Monitoring</li> </ul>	2 Years
Line-of-Sight		<ul style="list-style-type: none"> <li>Series 2 Water Monitoring</li> </ul>	1 Year

Where permitted by law, if we repair or replace a Product, the Product will be warranted for the remaining warranty period of the original Product only.



### **(C) What Our Warranty Covers**

Subject to the terms, exclusions, and limitations within this Policy, Gallagher warrants that the Products (but not software or services), sold to you by Gallagher or an Authorised Gallagher Reseller will be free of defects in workmanship or materials for the timeframe stated by the Warranty period.

### **(D) What Our Warranty Does Not Cover**

Our Product Warranty sets out our commitment to you that our Products will be free of defects in workmanship or materials. This Warranty is not a warranty of design or performance. Please read this Policy carefully to understand what is and is not covered.

As you can imagine, once Products have been purchased issues can occur that do not relate to these defects, and these will not be covered by this Warranty.



This Warranty excludes the following:

- a) any failure or damage outside the Warranty Period
- b) any failure or damage arising from improper use, storage, installation, or maintenance (including in a manner contrary to the Product instructions, user manuals and associated Product information, or in a manner contrary to law)
- c) any failure or damage Gallagher determines to be entirely or substantially caused by you or on your behalf (and not arising as part of normal use of the Product)
- d) any failure or damage arising from, or related to, any "Act of God" and/or "force majeure" (including, but not limited to, lightning, flood, fire, accident, theft, and/or vandalism)
- e) any failure or damage arising from physical mishandling, misuse, abuse, or negligence (including battery acid or other chemical contamination)
- f) any failure or damage arising due to water immersion, or ingress beyond the stated IP rating for that Product
- g) any failure or damage caused by, or resulting from, third party systems, networks, or components (including those related to external voltages, power supply, or a communication/data network)
- h) any failure or damage arising from any unauthorised repair, modification, or combination with other item not manufactured by, or under licence from, Gallagher
- i) expected wear and tear, deterioration through use or passage of time, cosmetic or superficial damage (including surface corrosion that does not impact the functionality of the Product)
- j) data loss relating to, or resulting from, the use of the Product
- k) any Product where the Gallagher serial number/date code or other identification is illegible or has been altered preventing reasonable identification.

This Warranty is the only warranty made by Gallagher in connection with your Product purchase. We don't authorise any vendor, retailer, agent, or other person or entity to provide a different or additional warranty on our behalf for the Products. This Warranty cannot be transferred or assigned from the initial retail purchaser.



The warranty terms, exclusions and limitations in this Warranty Policy apply to the extent that they are not inconsistent with the laws of the country in which your Product is sold. Depending on where you purchased the Product, certain statutory rights and remedies may apply to your purchase, including:

<p>Australia</p> 	<p>If you are in Australia, our Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.</p>
<p>USA</p> 	<p>If you are in the United States of America, then you may also have other rights that vary from state to state. For example, some U.S. states do not allow limitations of how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations and exclusions herein may not apply in those states.</p> <p>For separate, valuable consideration, received; all claims arising from or related to this Limited Warranty or purchase or use of the Products in the United States must exclusively be maintained as a separate action by each customer with jurisdiction, venue and determination applying U.S. Washington State law (without reference to treaties or conflict of law provisions) through binding arbitration before a neutral arbitrator selected by the customer from the JAMS panel in a location deemed by Gallagher most convenient to the parties' dispute. To the extent permitted by law, each party waives any right to jury trial and will bear its own costs and fees.</p> <p>By claiming the benefits of this Limited Warranty, you agree: (a) your sole and exclusive remedy in any proceeding for breach of this express Limited Warranty is money damages in an amount equal to the lesser of the purchase price of the covered part or the reasonable cost for material and labour necessary to repair or replace Gallagher products that the customer proves at arbitration should have been done hereunder but were not; and (b) your sole and exclusive remedy in a proceeding for breach of any applicable implied warranty is money damages in an amount equal to the lesser of the purchase price of the covered Gallagher part or the amount the customer proves at arbitration equal to the reasonable cost for material and labour necessary to correct the defect(s) in Gallagher products upon which the finding of breach of implied warranty is based.</p>

Except for this Warranty, all express, implied, and statutory terms, conditions, representations, and warranties (including all implied warranties and conditions of merchantability or fitness for a particular purpose) are excluded to the extent allowed by applicable law.

To the extent permitted by law (and subject to any applicable consumer guarantees), Gallagher will not be liable to you or any other person for any direct, indirect, special, damage, consequential, incidental, or punitive damages (including costs to remove/replace, transportation, shipping, and loss of use or expected profits) which may be suffered or incurred arising out of use of the Products or relating to this Warranty.

#### **(E) How to Make a Warranty Claim**

If you believe that your Gallagher Product is faulty, please stop using the Product and, as soon as possible, contact:

- the Authorised Gallagher Reseller that sold you the Product; or
- Gallagher (if you purchased your Product directly from Gallagher, or directly from Gallagher via a third-party eCommerce platform e.g. Amazon).

To make a claim, you should make contact within twenty days, providing:

- written notice describing your concern
- the Product; and
- proof of initial Product purchase.

Unless otherwise agreed with us, you will be responsible for your costs when making a claim under this Warranty. Products or parts that are returned to Gallagher will become the property of Gallagher (unless these parts are repaired and returned to you rather than refunded or replaced).



If you have any enquiries about our Warranty and/or how to make a claim, please contact us. You can find our contact details for your region on our website: <https://am.gallagher.com/en/International-Distributors>.

#### **(F) Warranty Remedies**

If the Warranty applies, we commit to, at Gallagher's sole discretion:

- repairing the Product; OR
- replacing the Product (with an equivalent new or refurbished Product); OR
- refunding the purchase price of the Product.

This is subject to applicable laws. If our legal obligations vary in your country, any implied warranty of merchantability, fitness for a particular purpose, or other implied warranty are limited to the duration of the express warranty applicable.

#### **(G) Third-Party Products, Parts, and Accessories**

This Warranty does not apply to any product, accessory or part sold or distributed by Gallagher that is not manufactured by (or on behalf of) Gallagher. We recommend that you check with the manufacturer of those products, accessories, or parts for details of the appropriate warranty that applies to your purchase.

#### **(H) General Notes on this Warranty Policy**

The original language for this Warranty Policy is English. Any translation into other languages is provided for information only. In the event of any discrepancy or difference between translations, the English version will prevail.

Gallagher chooses to distribute its products only through direct sales or Authorised Gallagher Resellers demonstrating full brand support, stocked inventory of Gallagher Products, technical expertise, and customer support consistent with the quality standards that we, and our Products, are well-recognised for.

BE AWARE that if you purchase Products through an unauthorised reseller (e.g. an unauthorised reseller operating via Amazon, eBay, Walmart, Alibaba, Rakuten, Sears, ChaHub, or any other Internet online auction site or marketplace) then Gallagher reserves the right to reduce the duration of this Warranty to THREE months from the date of the initial purchase for all such products.

#### **(I) Technical Services (Non-Warranty)**

Even if the Product isn't covered by this Warranty, we're still here to help. Gallagher, and our network of international Distributors, may also provide technical services for issues that are not covered by this Warranty.

These technical services include:

- Product Technical Support; and
- Product Repair and Servicing

There may be a charge for these services.

For a list of Gallagher Distributors, see <https://am.gallagher.com/en/International-Distributors>

#### **Service Parts Pledge**

Gallagher pledges, whenever reasonably practical, to provide service parts for all Gallagher Animal Management Products for a period of 5 years after Product manufacture has been discontinued.



#### Energizer Lightning Indemnity

*In some regions only*, Gallagher, or a Gallagher Distributor, may offer a lightning indemnity for an energizer ("**Lightning Indemnity**"). Check the details on your energizer packaging or the Gallagher website for your region to see if the Lightning Indemnity applies to your purchase; and, if it does, the terms and conditions of that Lightning Indemnity.

The Lightning Indemnity provides for repair or replacement of a Gallagher energizer damaged by lightning in certain circumstances.

To qualify:

- the Lightning Indemnity must apply in your region and to your Product purchase
- the energizer lightning damage must have occurred within the Lightning Indemnity period offered (which will be no longer than the Warranty Period of the energizer)
- at least one lightning diverter must have been correctly installed on the fence prior to the lightning incident that is the subject of the claim; and
- a proof-of-purchase for the energizer and photos of the installed lightning diverter must accompany the claim.

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**End of Warranty Policy**