

**CONDITIONS**

# **HX SERIES BLOODY GOOD** **BUY BACK** **GUARANTEE**

**Guarantee the future  
value of one of your most  
important investments**



   **Kioti NZ**

# KIOTI HX SERIES BUY BACK GUARANTEE

## Introduction

Your new Kioti HX Series is a valuable investment and at the end of your Kioti HX Series Buy Back Guarantee Agreement you may choose to return your Kioti HX Series for the assured Buy Back Guarantee. Before you take delivery there are a few things you need to know to protect your investment and ensure that if you do wish to return your Kioti HX Series, it is in good condition, allowing for fair wear and tear.

This guide establishes guidance for what is, and what is not, fair wear and tear under your Kioti HX Series Buy Back Guarantee Agreement. This guide should be read with, and forms part of, your Kioti HX Series Buy Back Guarantee Agreement. If you wish to clarify anything, please contact the Power Farming dealership you purchased your Kioti HX Series from in the first instance. If there is any conflict between the terms of this guide and the terms of your Kioti HX Series Buy Back Guarantee Agreement, the terms of the Kioti HX Series Buy Back Guarantee Agreement will prevail.

## Key terms

**Kioti HX Series Buy Back Guarantee Agreement:** the agreement between you and the provider named in that agreement, under which you have the option to return your Kioti HX Series to that provider on an agreed date for an agreed amount, provided (among other things) that the Kioti HX Series is in good condition, allowing for fair wear and tear, on that date.

**Buy Back Guarantee Provider:** the "Provider" under your Buy Back Guarantee Agreement.

**Agreed hours:** the "Maximum Permitted Hours the tractor can do" for your Kioti HX Series under your Kioti HX Series Buy Back Guarantee Agreement.

**Fair wear and tear:** the gradual deterioration in your Kioti HX Series' condition arising from normal usage over the agreed hours and age over the term of your Kioti HX Series Buy Back Guarantee Agreement, assessed with reference to this guide.

**Required fair wear and tear standard** has the meaning given in the "Fair Wear and Tear" section overleaf.

**Excess wear and tear:** any deterioration to your Kioti HX Series' condition that is not fair wear and tear under this guide.

**Damage:** damage to your Kioti HX Series that occurs as a result of a specific event or a series of events.

**Major damage:** damage that results in your Kioti HX Series being written off or that (in the reasonable opinion of the Buy Back Guarantee Provider) requires significant repair.

**Return charge:** the "Return Charge" under your Buy Back Guarantee Agreement.\*

**Return option:** the "Return Option" under your Buy Back Guarantee Agreement.\*

**Reinstatement and repair costs:** the "Reinstatement and Repair Costs" under your Kioti HX Series Buy Back Guarantee Agreement.\*

\*Please refer to clause 14.1-14.7 of the Kioti HX Series Buy Back Guarantee Agreement



## Fair wear and tear

Your Buy Back Guarantee Provider accepts fair wear and tear to your Kioti HX Series as part of your Kioti HX Series Buy Back Guarantee Agreement. If you choose to return your Kioti HX Series under the Return Option, your Kioti HX Series must be in good condition allowing for fair wear and tear when it is returned. This is referred to as the “required fair wear and tear standard” in this guide.

Fair wear and tear should not be confused with damage or excess wear and tear. If you return your Kioti HX Series under the Return Option and it has damage or excess wear and tear, you will be responsible for the estimated cost to repair and restore the Kioti HX Series to the required fair wear and tear standard (see the section “Returning your Kioti HX Series and Repair Charges” (overleaf)).

Some suggestions to help your Kioti HX Series meet the required fair wear and tear standard include:

- Check your Kioti HX Series regularly to identify any irregularities (such as irregular noises or changes in performance) and if so, ensure these are dealt with by an authorised dealership or authorised service provider.
- Perform general day-to-day checks (e.g. fluids, monitoring tyre pressure, greasing, cleanliness of radiator package and physical build-up of debris including birds nests).
- Ensure all repairs are completed by authorised repairers.
- Regularly clean the bodywork and interior upholstery and trim.
- Never operate your Kioti HX Series beyond the manufacturers outlined limitations.
- Smoking or vaping in the Kioti HX Series is not permitted.
- Ensure all warranty repairs are completed in a timely manner.
- Never operate in conjunction with implements that are compromised, consequently risking damage to the tractor.



# Returning your Kioti HX Series and repair charges

**Prior to the end of the agreement (no later than 30 days before the end date) under your Kioti HX Series Buy Back Guarantee Agreement, you must tell the Buy Back Guarantee Provider if you wish to select the Return Option.**

If you do choose to return your Kioti HX Series, an inspection will take place to determine whether it meets the pre-determined wear and tear standard. In the event that there is damage or excess wear and tear, the inspector will determine the cost to repair the Kioti HX Series and to reinstate it to the required fair wear and tear standard. The Buy Back Guarantee Provider will advise you of the details of the damage and/or excess wear and tear and the associated Reinstatement and Repair Cost. That cost will be included in the Return Charge under your Kioti HX Series Buy Back Guarantee Agreement.

The Buy Back Guarantee Provider will assess the viability of repairing your Kioti HX Series and restoring it to the required fair wear and tear standard against the decrease in sales returns on your Kioti HX Series if it is not repaired. In some instances, they may charge you for Reinstatement and Repair Costs but not actually complete the repairs prior to sale. This is entirely at the discretion of the Buy Back Guarantee Provider.

If you choose to arrange your own repairs before returning your Kioti HX Series for inspection, these repairs must be completed to a professional standard which meets the required fair wear and tear standard. All documentation evidencing the repairs must be provided as explained further below.

The inspector will make the final determination on whether your Kioti HX Series meets the required fair wear and tear standard.

It's important to note that operating your Kioti HX Series beyond the agreed hours specified in your Kioti HX Series Buy Back Guarantee Agreement has an associated charge as well. This, together with a return fee, will also be included in the Return Charge. These matters are covered in your Kioti HX Series Buy Back Guarantee Agreement and are separate to fair wear and tear.

Please note that in order for the Return Option to remain available to you under your Kioti HX Series Buy Back Guarantee Agreement, your Kioti HX Series must:

- be serviced by an authorised dealership or authorised service provider in accordance with the manufacturer's manual with all applicable recall campaigns completed through an authorised service facility; and
- not be altered in any way without prior written agreement from the Buy Back Guarantee Provider (i.e. fitment of accessories that compromise the original specification).

If these requirements are not attended to, the Return Option will not be available under your Kioti HX Series Buy Back Guarantee Agreement. If the Kioti HX Series suffers major damage, your Kioti HX Series Buy Back Guarantee Agreement may be terminated in which case the Return Option will not be available.

There are other things which are not related to the condition or maintenance of your Kioti HX Series that may result in your Kioti HX Series Buy Back Guarantee Agreement being terminated and/or the Return Option not being available to you. You will need to refer to your Kioti HX Series Buy Back Guarantee Agreement for these matters.

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## General

Set out in the following pages is guidance on what is not fair wear and tear in various categories. Damage or excess wear on any part of the Kioti HX Series not covered in these categories may also be unacceptable and the list of categories must not be considered the sole source of reference.

## Documents and keys

If you choose to return the Kioti HX Series at the end of the agreed term, you'll need to return the Kioti HX Series with completed servicing records, as well as all relevant Kioti HX Series documentation. The Kioti HX Series's operators manual and any other documents for Kioti HX Series equipment are your responsibility and must be intact when returned. All keys (2 at minimum) must also be returned.

## Standard equipment

All original equipment supplied with the Kioti HX Series must be returned in good working order.

These include (where applicable):

- Top link(s), linkage balls and tool box.
- All factory-fitted electrical equipment, including in-cabin entertainment if applicable.
- All standard equipment and any accessories originally supplied.

## Servicing

Service records must be provided with the Kioti HX Series to validate the scheduled maintenance and servicing. Maintenance and servicing must be carried out at the manufacturer's specified intervals and by an authorised manufacturer repairer, using approved service parts and lubricants only and in accordance with manufacturer requirements.

Any damage or defects that occur during normal Kioti HX Series use must be rectified as soon as practical.

Oil and coolant levels must be checked regularly and maintained at appropriate levels between services.

Any other checks and procedures in the Kioti HX Series's maintenance guide must be followed.



A manufacturer's scheduled service must be completed before return of the Kioti HX Series if, as at the date of return:

- the next scheduled service falls due within the next 90 days; or
- 250 hours.

All manufacturer safety recalls must also be carried out by an authorised repairer before return of the Kioti HX Series.

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## Mechanical

The Kioti HX Series' mechanical components must be functioning as would reasonably be expected for a Kioti HX Series of its age and type. Items such as guards and covers must be present and functional.

### Mechanical condition

Regular servicing and maintenance as outlined in the 'Servicing' section will help to keep the Kioti HX Series in a sound mechanical condition.

## Engine

The engine must be in good running condition without any damage or issues that may include overheating, rough running, excessive mechanical noise, smoke, excessive oil consumption and broken components.

### Fault codes (typically on dashboard)

Any warning lights displaying are not acceptable. Fault codes include, but are not limited to engine, transmission, braking, lights, drive-line and electrical etc.



## Fluid leaks

Any fluid leakage should be rectified at the earliest opportunity. Some minor fluid misting or dampness around seals or gaskets is acceptable, provided drips are not present.

## Exhaust system

The exhaust system must be original manufacturer equipment and in a condition that meets operational standards or Certificate of Fitness (COF) requirements in all aspects. There must be no error codes relating to after treatment systems.

## Transmission

All gears must engage correctly. There must not be any slipping, where applicable, rough shifting, delayed engagement, fluid leaks, excessive noise, vibration, clutch slipping or transmission error codes.

## Brakes

Brakes must be functional and capable of passing inspection. Brakes must not be damaged, warped, cracked or scored, and pads, rotors and drums must be above minimum thickness.

## Suspension and steering

There must not be any damage, leakage, rattle or play in any suspension or steering components.

## Battery

The battery must operate efficiently in all respects and be capable of being charged and holding charge.

Battery state of health needs to be greater than 80% or batteries must be replaced with a manufacturer's replacement. Batteries must not be leaking or damaged in any respect.

## Heating and cooling systems

All heating and cooling systems must work correctly.

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## Exterior

Any damage must be repaired as and when it occurs, to a level that meets manufacturer standards. Any damage requiring the services of a panel beater must be disclosed to the Buy Back Guarantee Provider, along with copies of invoices.

A poor finish to repairs, such as colour mismatch, paint runs, preparation marks, ripples in paint finish, flaking paint or misalignment between panels, is not acceptable.

Any drilled holes of any kind left by the fitting of accessories, such as aerials and spot lamps are not acceptable.

Impact damage to canopies such as cracking or buckling is not acceptable.

## Dents and structural damage

Minor dents (no deeper than 2mm and no wider than 20mm) are acceptable as long as the paint surface has not been penetrated, the dents can be fixed using paintless dent removal and there are no more than two dents per panel.

Damage to the underbody, including dents or crushing of chassis, protective panels or frame is not acceptable. Any structural damage is not acceptable.

## Paintwork

Paint must be the original colour from manufacture and must be in good condition. Small areas of stone chipping, door edge chipping, scuffs and light scratches (up to 25mm in length) are acceptable, as long as they have not penetrated through to the primer and provided there are no more than four per panel.

Damage to paint finish through caustic substances or environmental forces that cannot be polished out is not acceptable. Any decals or signwriting must be removed prior to the Kioti HX Series inspection being completed. Damage due to the removal of decals or signwriting is not acceptable. Excessive stone chipping is not acceptable.

## Corrosion

Any corrosion is not acceptable. Factors that may contribute to your Kioti HX Series becoming corroded include your Kioti HX Series coming in to contact with salt water, such as when launching a boat, or working in an application with corrosive products. We recommend your Kioti HX Series be thoroughly washed as soon as possible should it come in to contact with any substance that may cause any corrosion.

## Grill, badges, labels, graphics, wing mirrors and mouldings

Provided these are not missing, broken, cracked, or deformed, a limited amount of scuffing and score marks is acceptable (up to 25mm in length). Criteria under paintwork also apply. Rear-vision mirrors must operate correctly.

## Window glass and sunroofs

Windscreens must meet WOF standards. Cracks or damage that prevent the Kioti HX Series obtaining a WOF are not acceptable. Minor pitting to the windscreen, such as where wiper blades have carved an etching in the top surface, is acceptable.

Any glass tinting or coverings must conform to legal requirements. There must be no leaking from any glazing and all rubbers and seals must be intact and undamaged. Sunroofs, where fitted, must function correctly.

## Lights, lamp glass and lenses

All lights and lamps must be operational. Minor scuff marks or scratches up to 25mm are acceptable. Holes or cracks in the glass, plastic covers or lamp units are not acceptable.

## Wheels and wheel guarding

Wheels and wheel guarding, if applicable, must be the original wheels and guards supplied with the Kioti HX Series when purchased.

Any buckles, cracks or dents to the wheels are not acceptable. Wheel guards must not be cracked or deformed.

## Tyres

All tyres must meet all WOF requirements, and comply with the Kioti HX Series manufacturer's recommendations of tyre brand, size and load rating. Tyres must match the original configuration when the tractor was purchased.

There must be no damage to the tyres, including cracks, bulges, rips, cuts and punctures.

## Interior

The interior must be unmodified from original and in a clean and tidy condition. Interior fittings, such as seats, upholstery, hood lining, head rests, seat belts, rear view mirrors, courtesy lights, sun visors and other standard interior items, must be present, intact and free of damage.

All original equipment, accessories and controls must be present and operating correctly, including monitors, GPS accessories and monitor brackets and other integrated systems.

If accessories or other non-standard equipment have been wired in or mounted, any holes or other damage must be neatly repaired when they are removed.

Wear and soiling through normal use is acceptable, as are any repairs to interior surfaces that are not readily visible. There must be no cuts, burns, tears, rips, staining, holes or any other damage on any of the interior surfaces, including dashboard, seats, headlining and trims.

### **Excess pet hair/fur is not acceptable.**

Unpleasant odours which require specialist cleaning to remove are not acceptable (such as pet or cigarette/vape odours) as well as animal hair/fur.

## Return Checklist

- All the keys (spare and master keys) are with the Kioti HX Series
- The completed service record and owner's manual are in the Kioti HX Series
- All standard equipment such as topline(s), linkage balls, toolboxes and aerial are present
- All personal items such as sunglasses, CD's, USB sticks, fuel cards, rubbish etc have been removed





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For more information visit [www.kiotitractors.co.nz/buy-back-guarantee](http://www.kiotitractors.co.nz/buy-back-guarantee)

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The terms and conditions of the Kioti HX Series Buy Back Guarantee Agreement are examples only and are not intended to cover all possible situations which could affect satisfying the terms of the Agreement.