

C.M. 11



"EC" DECLARATION OF CONFORMITY



We, MAQUINARIA AGRÍCOLA CANCELA, S.L.U.
from Pedra Salgueira, s/n - Anxeriz
CP 15684 - Tordoia (A Coruña)
España
C.I.F. ES-B15549744

declare under our responsibility that the product:

Trademark: **TMC CANCELA**
Type: **MULCHER**
Model: **TMD-220**
Serial: **HM1T22.233.210178.06**
Year of manufacture: **2021**

is in accordance with the following Directive:

2006/42/CE Directive of the European Parliament and of the Council of 17 May 2006 on the harmonisation of the laws of Member States relating to machinery.

The product was manufactured according with the essential health and safety requirements in accordance with the Annex I of the Directive of the European Parliament and of the Council of 17 May 2006 on the harmonisation of the laws of Member States relating to machinery.

The product is not included in the Annex IV of the Directive of the European Parliament and of the Council of 17 May 2006 on the harmonisation of the laws of Member States relating to machinery, therefore not applying harmonised standards.

I, the undersign, hereby declare that the product named above complies with the listed directives and standards, when installed and used in accordance with instructions contained in the product documentation.

Name: Javier Cancela Rodríguez
Title: Executive Director & CEO

Signature:

Signature date: 18/2/21


TMC CANCELA
MAQUINARIA AGRÍCOLA CANCELA, S.L.U.
C.I.F. ES-B15549744

WARRANTY RECORD

DELIVERY DATE

MACHINE'S DATA

MODEL TMD-220

SERIAL NR. HM1T22.233.210178.06

MODEL REFERENCE HM1T22

OWNER'S DATA

COMPANY NAME

ADDRESS

LOCALITY

ZIP CODE

STATE

COUNTRY

PHONE NR. 1

PHONE NR. 2

FAX

E-MAIL

VAT NR.

MAIN ACTIVITY

DEALER'S /DISTRIBUTOR'S DATA

DEALER /DISTRIBUTOR

ADDRESS

LOCALITY

ZIP CODE

STATE

COUNTRY

The acceptance of this form confirms the reception of the machine/goods in good conditions as well as the delivery of the User's Manual accompanied by the Operating, Maintenance and Security Instructions.

The Standard Security Conditions are described on the "Warranty Certificate of TMC Cancela" which will be provided with this form. It must be read and signed by the customer as acceptance of them. In the case that this form is not returned duly fulfilled on the requested dates the warranty will be automatically cancelled. The beginning and the terms of the warranty depend on the sending of this form, duly fulfilled and signed, on the 15 following days after the set up and run up of the machine.

The Distributor / Dealer

The customer

I read and confirm the data provided
(Signature and Stamp)

I read and confirm the data provided
(Signature and Stamp)

REMARKS

WARRANTY

TMC CANCELA AGRICULTURAL WARRANTY CLAUSES

PROCESSING DATE

TMC Cancela Guarantee Conditions for **AGRICULTURAL EQUIPMENTS**:

Under the conditions that are exposed here below, TMC Cancela guarantee the new machine and the equipments sold by TMC Cancela on what concerns material and assembly on the following conditions:

1. This warranty will cover the first **twelve (12) months**, from delivery date, wherever they will be used for normal use and service.
2. During the specified period, TMC Cancela will repair or replace, at his decision, any piece or pieces, that, after being inspected, will be found defective on what concerns material or assembly.

The part will be sent by normal carrier to the purchasing place, to the nearest TMC Cancela approved distributor or to another TMC Cancela authorized service point, without any charge for the users. If the customer ask for an urgent shipment, that will be charged into his account.

In case of replacement during the warranty period, the defective component will be returned to TMC Cancela to enable them to perform an exam and determine the causes of the failure.

At the moment of the shipment, a WARRANTY DELIVERY NOTE will be raised that will be valid for a period of 30 days, to give a resolution to the warranty request. If during that period it is decided that the request is not a warranty, that delivery note will automatically transformed into an invoice, which will be charged to the distributor or to the warranty claim petitioner.

3. The human labor necessary for that repair will be to the charge of the purchaser.
4. The part or parts repaired or replaced described here above, will be guaranteed during the remaining applicable period of warranty.
5. Are excluded from the warranty PTO shafts, transmission belts, bearings, seals and wear parts such as chains, hammers, blades, skids (including their respective holding elements: screws, nuts, washers, axles/pins, hammerlocks,...) and any other part that the manufacturer define as consumable or a common or normal wearing part (see on each model related User's Manual).

Are excluded as well the failures that could be attributed to an abnormal wearing, overcharge, improper use, not respected indications, bad usage, used machines, inappropriate load and unload operations, irrational use, the non application of the security measures, non authorized modifications, non-original spare parts and/or manipulation made by personal outside the manufacturer or to its authorized technical service. In the cases of using non-original spare parts and and carrying out unauthorized modifications the warranty will be voided immediately and with a retroactive effect and it will be totally irreversible.

6. TMC Cancela won't have any obligation or responsibility for that warranty:
 1. Over the maintenance and the operation of the equipment, including the refueling of lubrication oils and fuel, inspection or set up adjustment.
 2. Over any of the wearing components when such components are replaced as part of the normal maintenance of the equipment.
 3. If the specified demands that are on the User's and Maintenance Manual are not complied.
7. The owner agrees to use exclusively original spare parts in each and all the components of the machine TMC CANCELA, being those supplied directly by TMC CANCELA or by its authorized distributor or dealer.

8. We don't give warranty to the parts/components from other manufacturers, even if these components are guaranteed by themselves, but TMC CANCELA will help to raise the warranty claim to those manufacturers, always that, under any circumstance, this assistance or help can create an obligation or responsibility for TMC CANCELA.
9. Are excluded from the present WARRANTY the repairs that may be needed on the machines as a consequence or motivated by an improper use, overcharges, fire, shocks, accidents or a bad daily maintenance; as well as all the materials used on the maintenance, such as filters, lubricant oils, grease, etc.
Are not included also the daily maintenance operations, which must be carried out by the customer in accordance with what is stipulated on the "User's and Maintenance Manual".
10. TMC CANCELA reserves the right to don't accept interventions or repairs on warranty when the owner has any kind of debts contracted with TMC CANCELA or with any of its authorized distributors, or/and by non compliance of any of the clauses of the "Sales Contract" or of the present Warranty.
11. TMC CANCELA reserves the right of inspecting the installation of their products as well as to revise the maintenance procedures to determine if the failure is due to an improper maintenance, inadequate use, abuse, inappropriate storage, operation over the authorized nominal capacity, operation after having detected defective or woreed parts or components, and/or modification or repairs made on the equipment by TMC CANCELA unauthorized personal. TMC CANCELA reserves the right to do improvements or changes on their products with having the obligation of doing such changes or modifications on the products sold previously.
12. WARRANTY TRANSFER: the uncompleted part of that warranty can not be transfered in case of sale or transfer of the machine.
13. OTHER CASES UNCOVERED BY THIS WARRANTY:
 1. TRANSPORT: Any damage that has been provoked by the manipulation during transport must be understood as an incidence during transport and a claim must be raised to the carrier that have done the transport immediately.
 2. DETERIORATION: Repairs and necessary works as a result of wearing, storage, bad and severe climat conditions exposure and non usage.
 3. SECONDARY BREAKDOWNS: If the purchaser continue to use the machine after having detected a failure or breakdown, TMC CANCELA is exempted of any responsibility derived from the warranty for dammages that may result on other pieces or components due to this continuous improper usage of the machine.
 4. INTERMITTENT WARRANTY: TMC CANCELA won't accept intermittent warranties. While the warranty period has been initiated, this one can not be modified by any reason. No action by either party will result in an extension or renewal of these limited warranty without the prior written consent of TMC CANCELA.
14. For this warranty is in effect is an essential condition that the owner returns, signed, the present certificate before the following 15 days counted from the date here below indicated.
TMC CANCELA don't recognize any compensation to the purchaser/client for the inefficiency period of the machine (lost of gains or sell, cancellation of contracts, rentals from or to third parties, crop damages, environmental,...) TMC CANCELA declines any kind of responsibility from damages of any nature caused to persons, animals or things caused by the breakage of the machine or part of itself.
15. Any divergence or claim related with this warranty will be solved by the arbitral tribunal of La Coruña according to its rules with expressly waiving of the forum that it may correspond to them.

This warranty is supplied in duplicate, being a copy for the purchaser and two for TMC CANCELA.

DATE

at

of

of 20

CUSTOMER

Signature and Stamp

TMC CANCELA

(Official Distributor)

Signature and Stamp

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CUSTOMER

Signature and Stamp

TMC CANCELA

(Official Distributor)

Signature and Stamp

AGRI CULTU RAL

USER MANUAL

MULCHERS



TMC CANCELA®



Javier Cancela

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