

# CONTENTS

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<b>Chapter 1:</b> .....	<b>Chassis</b>
Main Chassis .....	1-2
Jack .....	1-3
H-Frame .....	1-4
Boom Rests .....	1-5
Steps .....	1-6
Drawbar Accessories .....	1-7
Manual Holder .....	1-8
<b>Chapter 2:</b> .....	<b>Pumps</b>
Hydraulic Drive Pumps .....	2-2
Hydraulic Hose Kit .....	2-3
PTO Drive Pumps .....	2-4
Standard Pump Repair Kits .....	2-4
130 l/min Pump Breakdown .....	2-5
160 l/min Pump Breakdown .....	2-7
<b>Chapter 3:</b> .....	<b>Flush Tanks</b>
180L Flush Tank Components .....	3-2
Flush Tank Frame .....	3-3
<b>Chapter 4:</b> .....	<b>Blank</b>
<b>Chapter 5:</b> .....	<b>Liquid Controls</b>
Pressure Manifold .....	5-2
Fill Manifold .....	5-3
Pre-Assembled Chem Probe .....	5-4
Pre-Assembled Foam Filter .....	5-4
<b>Chapter 6:</b> .....	<b>Blank</b>
<b>Chapter 7:</b> .....	<b>Blank</b>
<b>Chapter 8:</b> .....	<b>Induction Hopper</b>
Hopper Frame Components .....	8-2
Hopper Tank Components .....	8-3
Hopper Bottom Components .....	8-4
<b>Chapter 9:</b> .....	<b>Foam Marker Tanks</b>
Foam Marker Box Components .....	9-2
Foam Marker Exhaust Valve .....	9-4
Foam Marker Compressor Parts .....	9-5
Foam Concentrate Tank .....	9-5
Exacta Foam Marker Tank .....	9-6
Exacta Foam Marker Tank Mount .....	9-6
Pre-Assembled Filters & Ball Valves .....	9-7

**Chapter 10:.....Transcal**

Transcal Tank Components ..... 10-2  
 Enviro Rinse Coupling ..... 10-3  
 Transcal Cap Assembly..... 10-3

**Chapter 11:..... Main Tank**

Tank ..... 11-2  
 Tank Sump Fittings ..... 11-3  
 Sump Drain..... 11-4  
 Sump Drain Hose Valve ..... 11-4  
 Supermix Agitator ..... 11-5  
 Tank Top Fittings..... 11-6  
 Tank Flush Nozzle (Elbow)..... 11-7  
 Tank Flush Nozzle (Tee)..... 11-7  
 Venturi ..... 11-8  
 Hopper Inlet..... 11-8  
 Tank Fill..... 11-9  
 Sight Tube ..... 11-9  
 Tank Straps..... 11-10  
 Tank Stops ..... 11-10

**Chapter 12:..Wheels,Axles & Mudguards**

Wheels & Tyres..... 12-2  
 Mudguard Kits ..... 12-3  
 Wheel Speed Sensor ..... 12-4  
 Axles..... 12-5  
 Hubs ..... 12-6

**Chapter 13:.....Boom Centre & Tower**

Tower Components..... 13-2  
 Tower Rollers..... 13-3  
 Vertical Boom Suspension ..... 13-4  
 Spring Roller Top ..... 13-5  
 Tower Hose Guide..... 13-6  
 Oversize Sign ..... 13-13  
 Centre Section without Tilt..... 13-7  
 Centre Section with Tilt..... 13-7  
 Tilt Arm Pins..... 13-8  
 Tilt Cylinders ..... 13-8  
 Delta Links ..... 13-9  
 Centre Section Dampers & Springs.. 13-10  
 Boom Cable Adjusters ..... 13-11  
 Boom Pivot Pins..... 13-11  
 Boom Valves Assemblies..... 13-12  
 Boom Valve Components..... 13-12  
 Boom Section Valve Components ... 13-13  
 Boom Section Valve with Pressure Relief. 13-14

**Chapter 14:..... Delta Booms**

- Inner Boom Wings ..... 14-2
- Outer Boom Wings ..... 14-2
- Cable Drum Hinge..... 14-3
- Upper Bearing Pivot Assembly..... 14-3
- Lower Bearing Pivot Assembly..... 14-4
- Fold Cylinders ..... 14-4
- Boom End Protectors ..... 14-5
- Boom Cable Tensioner Assembly..... 14-5
- Breakaway End Mechanism ..... 14-6
- Flip Over Ends ..... 14-8
- Rubber Bump Stops..... 14-8
- Boom Protectors ..... 14-9
- Boom Fold Support Brackets..... 14-9
- Boom Line Plumbing ..... 14-10
- Adjustable Nozzle Brackets..... 14-11
- Foam Marker Components ..... 14-12
- Manual Fence Line Nozzles ..... 14-13
- Solenoid Operated Fence Line Nozzles 14-13
- Boom Cable ..... 14-14

**Chapter 15:..... Electrics**

- Electrical Components..... 15-2
- Lights ..... 15-2
- Raven (AMP) Electrical Connectors .. 15-3
- Electrical Connectors..... 15-5
- Loom Layout..... 15-7

**Chapter 16:.....Schematics**

- Pressure Schematic ..... 16-2
- Rinse Water Schematic..... 16-3
- Foam Marker Schematic..... 16-4

**Chapter 17:.....Decals**

- Complete Decal Kit..... 17-2
- Main Tank Decals ..... 17-2
- Pressure Manifold Decal ..... 17-3
- Fill Station Decal ..... 17-3
- Wheel Nut Warning Decal ..... 17-4
- Aluminium Boom Decal..... 17-4
- Keep Hands Clear Decal ..... 17-4
- Drain Only Decal..... 17-5
- Breakaway Decal ..... 17-5
- Grease Decal ..... 17-5
- General Warning Decal ..... 17-6
- Transcal Decal ..... 17-6
- Caution Support Boom Decal ..... 17-7
- Danger Support Boom Decal ..... 17-7
- Induction Hopper Decal ..... 17-7
- Decal Placement List ..... 17-8

**Chapter 18:.....Hydraulics**

Quick Release Couplings..... 18-2  
Hose ID Tags..... 18-2  
Hydraulic O-Rings & Retaining Washers 18-3  
Hydraulic Hoses..... 18-3

**Chapter 19:..... Filtration & Hose**

Pressure Filters..... 19-2  
Replacement Pressure Filter Parts..... 19-2  
Suction Filter..... 19-3  
Foam Marker Filter..... 19-4  
Air Filter..... 19-4  
Suction Hose..... 19-5  
Pressure Hose..... 19-5  
Layflat Hose..... 19-5  
PVC Hose..... 19-6  
Sight Tube Hose..... 19-6  
Foam Marker Hose..... 19-6  
Hose Clamps..... 19-7



## GOLDACRES/PATHWAY TERMS AND CONDITIONS OF SALE

**Goldacres/Pathway Goods are only available for purchase upon the terms and conditions set out below**

### Interpretation

- 1 In these warranty terms and conditions:
- (1) "Goldacres" or "Pathway" means Goldacres Trading Pty. Ltd, A.C.N. 061 306 732 of 1-3 North Western Rd., St. Arnaud, trading as Goldacres Agricultural Equipment (its successors and assigns) which is the seller of the Goods;
  - (2) "Purchaser" means the purchaser of the Goods;
  - (3) "Goods" means the product and, if any, the services provided;
  - (4) Nothing in these warranty terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying, any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified

### General

- 2 (1) These warranty terms and conditions (which shall only be waived in writing signed by Goldacres/Pathway) shall prevail over all Terms and conditions of the purchaser to the extent of any inconsistency.
- (2) **This warranty may not be modified or added to without the expressed written consent endorsed hereon of the Managing Director of Goldacres Trading P/L.**

### Warranty Terms

- 3 The warranty relating to the Goods and all other products sold and, if any, services sold or provided by Goldacres/Pathway are contained in these warranty terms and conditions, and additional terms and conditions as described by the documents "Pathway Forklifts warranty terms and conditions" or "Pathway Pumps warranty terms and conditions".

### Specifications, etc: Catalogues, etc: Quantities

- 4 All specifications, (without limiting the generality of same – including drawings, particulars of weights, volumes, capacities, dimensions, load factors) are approximate only and any deviation shall not be taken to vitiate any contract with Goldacres/Pathway or form any claim against Goldacres/Pathway. The descriptions, illustrations and performances contained in catalogues, price lists and other advertising matter do not form part of the contract of sale of the Goods. Where specifications, drawings or other particulars are supplied by Purchaser, Goldacres/Pathway price is made on estimates of quantities required. Should there be any adjustments in quantities above or below the quantities estimated by Goldacres/Pathway and set out in a quotation, then any such increase or decrease shall be adjusted on a unit rate basis according to unit prices set out herein.

### Performance, Capacities, Chemicals, Liquids, Application Methods, Environmental Effects

- 5 Any performance, volumes, and/or capacity figures given by Goldacres/Pathway are estimates only. Goldacres/Pathway shall be under no liability for damages for failure to obtain such figures unless specifically guaranteed in writing and any such written guarantee shall be subject to the recognised tolerances applicable to such figures. The suitability of chemicals and other liquids for any application and the application methods and the environmental effects shall be sole decision and responsibility of the purchaser and the user of the Goods. Goldacres/Pathway gives no warranty as to the suitability of any chemicals or other liquids for any application, nor the application methods nor the environmental effects which may result from the use of the Goods. Goldacres/Pathway shall be under no liability for damages arising out of the use of any chemicals, liquids or mixtures in the Goods nor for any application, nor for the application methods nor for the environmental effects which may result from the use of the Goods.

### Limit of Liability

- 6 (1) Goldacres/Pathway liability for Goods manufactured by it is limited to making good any defects by repairing the same or at Goldacres/Pathway option by replacement within a period not exceeding either 1000 hours or twelve calendar months, whichever comes first, after the Goods have been despatched provided that:
- (a) the defects have arisen solely from faulty materials or workmanship;
  - (b) the Goods have not received maltreatment inattention or interference;
  - (c) accessories of any kind used by the purchaser are manufactured or approved by Goldacres/Pathway;
  - (d) where applicable, the seals on the Goods remain unbroken;
  - (e) there has been no improper adjustment, calibration or operation;
  - (f) the use of accessories including consumables, hardware or software (not manufactured by Goldacres/Pathway) has been approved in writing by Goldacres/Pathway;
  - (g) no contamination or leakage has been caused or induced;
  - (h) any modification to the Goods have been authorised in writing by Goldacres/Pathway;
  - (i) there has been no inadequate or incorrect use, storage, handling or application of the Goods;
  - (j) there has been no use or operation of the Goods outside of the physical, electrical or environmental specifications of the Goods;
  - (k) there has been no inadequate or incorrect site preparations;
  - (l) there has been no inadequate or improper maintenance of the Goods;
  - (m) it has not been caused by fair wear and tear; and
  - (n) firstly the Goods have been thoroughly inspected and any damage (from whatever cause) to the Goods (and in particular – the structure, welding, seams, bolts, booms) has been repaired prior to the Goods being operated, used driven or moved and on each occasion the tanks are filled; and
  - (o) there has been no failure to comply with the requirements of all present or future laws or regulations relating to the Goods and/or the use and/or the operation of the Goods; and
  - (p) there has been no failure to maintain a record of hours of operation (which record shall contain full details of all inspections, repairs and maintenance) and produce same to Goldacres/Pathway at the time of the warranty claim;
  - (q) the defective Goods or any damaged part of the Goods are promptly returned free of cost to Goldacres/Pathway or a representative of Goldacres/Pathway;
  - (r) all warranty related repairs have been carried out with the prior authorisation of Goldacres/Pathway;
- (2) **If Goods or any part thereof are not manufactured by Goldacres/Pathway, in particular engines, engine accessories, transmissions, transfer cases, differentials, tyres, tubes, batteries and radios and UHF's, the guarantee of the manufacturer thereof shall be accepted by the purchaser and is the only guarantee given to the purchaser in respect of the Goods or that part;**
- (3) **In the case of hydraulic systems, Goldacres/Pathway shall replace defective parts in accordance with section 6(1) of these conditions, provided that the failure of the part was not related to contamination within the system. Goldacres/Pathway shall not be liable for labour in the case of repairing hydraulic system defects;**
- (4) **this warranty does not extend to components considered as normal wear items including, but not limited to nozzles, chains, belts, filters, brake pads, polyethylene bushes and liquid pump valves, valve O-rings, diaphragms and seals;**
- (5) **Goldacres/Pathway shall not be liable for and the purchaser releases Goldacres/Pathway from any claims in respect of faulty or defective design of any Goods supplied unless such a design has been wholly prepared by Goldacres/Pathway and the responsibility for any claim has been specifically accepted by Goldacres/Pathway in writing and in any event Goldacres/Pathway liability hereunder shall be strictly limited to the replacement of defective parts in accordance with paragraph 6(1) of these conditions;**
- (6) **except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to the merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and Goldacres/Pathway shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of Goldacres/Pathway negligence or in any other way whatsoever;**
- (7) **this warranty shall only be available to the Purchaser and shall not be transferable by the Purchaser;**
- (8) **this warranty in no way extends to any used Goods.**
7. **Goldacres/Pathway liability for a breach of condition or warranty implied by Div. 2 of Pt. 5 of the Trade Practices Act 1974 (other than a 6B) is hereby limited to:**
- (1) **in the case of Goods, any one or more of the following:**
    - (a) the replacement of the Goods or the supply of equivalent Goods;
    - (b) the repair of the Goods;
    - (c) the payment of the cost of replacing the Goods or acquiring the equivalent Goods;
    - (d) the payment of having the Goods repaired; or
  - (2) **in the case of services:**
    - (a) the supplying of the services again; or
    - (b) the payment of the cost of having the services supplied again.
8. **Goldacres/Pathway liability under a 6BA and a 74H of the Trade Practices Act 1974 is expressly limited to a liability to pay to the purchaser an amount equal to:**
- (1) the cost of replacing the Goods;
  - (2) the cost of obtaining the equivalent Goods; or
  - (3) the cost of having the Goods repaired, whichever is the lowest amount.

## CURRENT PART MANUAL REVISIONS

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<b>Chapter</b>	<b>Current Revision</b>	<b>Revision Date</b>
Introduction	00	27/8/09
1 - Chassis	00	27/8/09
2 - Pumps	00	27/8/09
3 - Flush Tank	00	27/8/09
4 - Air Components	00	27/8/09
5 - Liquid Controls	00	27/8/09
8 - Induction Hopper	00	27/8/09
9 - Foam Marker Tanks	00	27/8/09
10 - Transcal	00	27/8/09
11 - Main Tank	00	27/8/09
12 - Wheels, Axles & Mudguards	00	27/8/09
13 - Boom Centre	00	27/8/09
14 - Boom Wing	00	27/8/09
15 - Electrics	00	27/8/09
16 - Schematics	00	27/8/09
17 - Decals	00	27/8/09
18 - Hydraulics	00	27/8/09
19 - Filtration & Hose	00	27/8/09