



KNUCKLE BOOM LOADERS – LIMITED WARRANTY

- A. GENERAL PROVISIONS** - Rotobec Inc. (hereinafter referred to as “Rotobec”) warrants its Knuckle Boom Loaders (hereinafter referred to as the “Product”) against defects in material or factory workmanship, subject to all the terms and conditions stated herein.

The warranty covers all the parts of the new Product, except the diesel engine, the hydraulic hoses and tubes, the hydraulic fittings and the electrical wires, and includes the labor performed by Rotobec or by a Rotobec authorized Dealer (hereinafter referred to as the “Dealer”).

The warranty period is one year from the date of purchase or 2000 hours of use, whichever occurs first, except for the hydraulic pump(s), that are covered by a 6 month or 1000 hours warranty, whichever comes first.

The warranty extends only to the original purchaser (hereinafter referred to as the “Buyer”) of the Product and not to other purchasers or transferees unless agreed to in writing by Rotobec.

- B. DIESEL ENGINE WARRANTY - MANUFACTURER** - The diesel engine is warranted by its original manufacturer for a period of two years or 2,000 hours of use, whichever occurs first. Rotobec shall provide the Buyer with a copy of the warranty offered by the original manufacturer.
- C. WHAT IS NOT WARRANTED** – Rotobec is not responsible for the following: (1) used Products; (2) defects caused by any alteration or modification of the Product not approved in writing by Rotobec; (3) depreciation or damage caused by normal wear, by lack of reasonable and proper maintenance, by failure to follow operating instructions and/or failure to operate the Product according to the specifications outlined by Rotobec, by misuse, by lack of proper protection during storage, or by accident; (4) normal maintenance parts and service; (5) labor in diagnosis of a breakdown; (6) any defects resulting from the modification of factory preset pressures; (7) expenses for miles or kilometers traveled.

- D. UNUSUAL USE OR OPERATION OF THE PRODUCT** – Any unusual use or operation of the Product shall be approved beforehand in writing by Rotobec.
- E. WARRANTY SERVICE** – In the event of any failure caused by a defect in material or in factory workmanship covered by this warranty, the Buyer shall: (1) notify Rotobec of the nature of the problem without delay; (2) stop using or operating the Product, unless authorized in writing by Rotobec.

Warranty service shall be performed at the point of purchase of the Product either by Rotobec or by a Dealer using parts provided by Rotobec.

If the Product was purchased directly from Rotobec, the Buyer shall return either the Product or the defective parts “prepaid” to Rotobec without delay. If Rotobec deems that the parts are in fact defective, it shall repair or replace the parts and, when the Product is returned to Rotobec, install them free of charge to the Buyer.

If the Product was purchased from a Dealer, Rotobec shall provide the replacement parts to the Buyer through the intermediary of the Dealer. The Dealer shall install the parts and return the replaced parts to Rotobec, “prepaid” by the Buyer, within thirty (30) days of the repairs. The parts and their installation shall be without charge to the Buyer providing that the replaced parts are proven defective to Rotobec’s satisfaction.

In all cases, all costs related to the transportation of parts or of the Product to and from Rotobec or the Dealer, any premium charged for overtime labor requested by the Buyer or for any service and/or maintenance shall be the sole responsibility of the Buyer.

All parts replaced under the warranty shall remain the property of Rotobec.

If the Buyer fails to follow any of the above procedures or if the parts are not proven to be defective to Rotobec's satisfaction, the Buyer shall not benefit from the warranty.

- F. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES** – To the extent permitted by law, Rotobec does not make any warranties, representations or promises as to the quality, performance or freedom from defect of the Product covered by this warranty. Implied warranties of merchantability and fitness for a particular purpose, to the extent applicable, shall be limited in duration to the applicable period of warranty set forth herein. The buyer’s only remedies in connection with the breach of any warranty on Rotobec’s product are those set forth herein. With the exception of any warranties implied by a provincial and/or state law as hereby limited, the foregoing warranty is exclusive and replaces all other warranties, guarantees, agreements and similar obligations of Rotobec with respect to the repair or replacement of any part. In no event shall Rotobec be liable for incidental or consequential damages.

- G. NO DEALER WARRANTY** – The Dealer has no authority to make any representation or promise on behalf of Rotobec, or to modify the terms or limitations of this warranty in any way.

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