

The manufacturer warrants each new WEILER PRODUCT to be free of defects in workmanship and material at the time of shipment to first end-user. The warranty period is 12 months.

- A. If a defect is found, and the authorized dealer is notified during the 12 month warranty period, Weiler will repair or replace covered parts or components on the unit that fail to conform to the warranty.
- B. Weiler has the right to repair any part or component prior to replacement.
- C. All new replacement parts will carry a 12 month warranty. Remanufactured parts will carry a 90 day warranty.
- D. ENGINES, TIRES, BATTERIES and ATTACHMENTS are normally warranted by their manufacturers and may have different warranty than that of the manufacturer.

## NO WARRANTY OF ANY KIND SHALL BE MADE WITH RESPECT TO:

- A. Any defects or damage caused by misuse, misapplication, negligence, accident or failure to maintain or use the product in accordance with current operating instructions.
- B. Any product that has been used with an attachment or in an application where excessive workload or stress causes failure of the part or component.
- C. Failure to conduct normal maintenance and operating service including but not limited to lubricating, coolant, fuel, inspections and regular tune-ups.
- D. Unauthorized alterations, modifications and or replacements parts and components not manufactured by Weiler.

## THE MANUFACTURER IS NOT RESPONSIBLE FOR THE FOLLOWING:

- A. Charges for travel time, mileage or overtime.
- B. Airfreight charges for parts shipped to point of service.
- C. Transportation charges to and from point of service.
- D. Consumable parts such as cutting edges, filters and items expected to receive normal wear and tear.
- E. Liability or damages of any type due to lost profits or expenses to acquire replacement products

EXCEPT AS SPECIFICALLY STATED ABOVE, THE MANUFACTURER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY SET FORTH ABOVE AND THE OBLIGATIONS AND LIABILITIES OF THE MANUFACTURER THEREUNDER REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ARE EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT SHALL THE MANUFACTURER'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE FOR THE PRODUCTS, NOR SHALL THE MANUFACTURER BE LIABLE FOR ANY SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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