



WARRANTY TERMS AND CONDITIONS

Ardisam, Inc. (Ardisam) warrants this cultivator under a five-year limited warranty to be free from defects in the material or workmanship or both for a period not exceeding sixty consecutive months from the date of original purchase by the first retail consumer or first commercial end user. This warranty does not apply to the engine mounted on the product. "Consumer use," means personal recreational use by a retail consumer. "Commercial use," or "commercial application" means all other uses, including use for commercial, income producing or rental purposes. Once a product has experienced commercial use, it shall thereafter be considered as a commercial use product for the purpose of this warranty. This warranty applies to the original owner that provides a proof of purchase. This warranty is not transferable. The warranty period begins on the date of purchase by the first retail consumer or commercial end user, and continues for the sixty month consecutive period thereafter. Any unit used in a commercial application is covered for a period of 90 days after purchase by the first commercial end user. For the warranty to be valid, the product must be registered online within 30 days of purchase, or the warranty card must be filled out and received by Ardisam within 30 days of purchase. Ardisam shall not be obligated for transportation charges that result from repair or replacement under the terms of this warranty. Transportation charges are the sole responsibility of the purchaser.

This warranty excludes tines due to normal wear, wear items such as wheels, grips and cables, routine maintenance items such as filter elements, o-rings, seals, lubricants, and tune-ups, rotating parts, accessory parts such as hiller furrowers, edger kits, and dethatcher kits, running the cultivator on straight gasoline or with a fuel:oil ratio other than 50:1. Negligent use such as using the cultivator for a purpose other than for which it was designed and manufactured, continued use of cultivator after sudden change in vibration, using the cultivator in violation of local codes, ordinances and good trade practices voids this warranty. *These warranties apply only to products which have not been subjected to negligent use, abuse, misuse, overload, improper installation, alteration, accident, acts of God (or other events beyond Ardisam's control) lightning, vandalism, unauthorized parts, or if repairs have been performed at a non-authorized service facility. These warranties shall not cover damage from normal wear and tear, normal maintenance parts and services, or improper installation, operation, storage, or maintenance; nor operating the equipment above recommended maximums as stated in this manual and the accompanying engine manual.

This limited warranty applies to defects in the material or workmanship of the product only. There is no other express warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to one year from purchase, or to the extent permitted by law. All other implied warranties are excluded. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law. Ardisam does not assume, and does not authorize any other person to assume for Ardisam, any liability in connection with the sale of Ardisam products. To be at "No Charge," warranty work must be sent directly to and performed by Ardisam or an Ardisam Authorized Warranty Service Facility. To obtain warranty service and/or replacement instructions, contact the Ardisam Customer Service Department at 800-345-6007. If you choose to ship your product to Ardisam for warranty repair, you must first have prior approval from Ardisam by calling the Ardisam Customer Service Department for a return material authorization number (RMA#). Under these circumstances, all items must be shipped prepaid. Ardisam will, in its discretion, at no charge, repair or replace any defective part to which this warranty applies. Ardisam retains the right to change models, specifications and price without notice. Ardisam shall not be obligated to ship any repair or replacement product to any location outside of the United States of America or Canada. Some states and countries do not allow the limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country.