

# Limited Warranty

T.R. Metal Crafters, Inc. warrants this unit to be free from breakage or malfunctions due to defects in material and/or workmanship under normal farm use and service, for a period of **one-year** from date of original sale. Should such breakage occur within warranty period, the liability of T.R. Metal Crafters, Inc., its employees, agents, authorized distributors, and dealers (hereinafter collectively referred to as sellers) is hereby expressly limited to repairing or, at its option, replacing free of charge at its factory, any part or parts found upon examination by factory to be defective in material or workmanship or both; this is the exclusive remedy. The purchaser is responsible for transportation cost of the equipment for warranty service or for any service call expense. Sellers liability is further expressly limited with respect to components manufactured by others, such as, but not limited to tubes, tires, bearings, detachable link and roller chains, or other trade accessories; to the extent of such warranties as are extended to sellers by these manufacturers. This warranty shall apply only within the boundaries of the continental United States.

Notice of defect shall be furnished in writing to the Seller and to the agent through whom the unit was purchased, disclosing in full all known defects and failure in operation and use. Reasonable time shall be given to the Seller to remedy any such defects and failures.

This warranty is in lieu of all other warranties, expressed (except as set forth within) or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Manufacturer makes no warranty as to the design, capability, capacity, nor suitability for use of the unit. The obligation and liability of sellers under this warranty does not extend to loss of crops, loss because of delay in harvesting or any expense or loss incurred for labor, supplies, substitute machinery or rental machinery, transportation, or other charges.

Except as provided herein, manufacturer shall have no liability or responsibility to purchaser or any other person or entity with respect to any liability, loss, or damage caused or alleged to be caused directly or indirectly by the unit including, but not limited to, any indirect, special, consequential, or incidental damages resulting from the use or operation of the unit or any breach of this warranty. Notwithstanding the above limitations and warranties, manufacturer's liability hereunder for damages incurred by purchaser or others shall not exceed the price of the unit.

T.R. Metal Crafters, Inc., reserves the right to make changes in design and components or material or to utilize available materials which it deems satisfactory, in order to improve its products. Also, T.R. Metal Crafters, Inc. reserves the right to make changes in the construction or design of any parts without incurring any obligations to install these improvements or changes on previously delivered units.

This warranty shall be void if any part or parts not manufactured or supplied by T.R. Metal Crafters, Inc., are used either in servicing or maintaining the unit, and sellers obligation to repair or replace parts are then voided. This warranty shall be void if in the judgement of T.R. Metal Crafters, Inc., repairs are made in such a manner to affect this unit in a materially adverse manner or if this unit is operated unsafe or while in a state of disrepair. This warranty shall be void if equipment is used for commercial, industrial, lease, rental, custom operation and non-agricultural use. Any damage to this product as a result of misuse, abuse, neglect, accident, improper installation, alteration, repairs (not out own), improper adjustment, accident, damage by fire, act of God, lack of performing required maintenance or any other use contrary to our instructions will void the warranty. This warranty will be void if the product serial numbers are altered, defaced or removed.

If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein. Applicable law may provide rights and benefits to purchaser in addition to those provided herein.

The terms and conditions of this warranty cannot be altered, modified, or waived by any seller without the expressed, written consent of an officer of T.R. Metal Crafters, Inc.

## Notice

T.R. Metal Crafters, Inc., disclaims any liability for the operation of the equipment with the safety shields removed or modified. The nature of this product require that it be operated in a safe way only, and in good repair by qualified persons. Each purchaser, through the process of purchasing this equipment, agrees with T.R. Metal Crafters, Inc., to operate it in a safe manner and in accordance with applicable state and federal laws and agrees to indemnify and hold harmless sellers, from any loss to any person or persons caused by purchaser's failure to do so. Each purchaser further agrees to bring to the attention this notice to each subsequent purchaser, and to obtain his agreement thereto as a condition of resale or transfer.

## Important

To make this warranty effective, the Owners "Warranty Registration" card (located inside Owners/Operator's Manual) must be filled out and sent to T.R. Metal Crafters, Inc. within 30-days of purchase.