

# LIMITED WARRANTY

**WOODMAXX**™ POWER EQUIPMENT, LTD. ("WOODMAXX™") warrants its products to the original retail purchaser as follows:

#### WARRANTY

**WOODMAXX**™ warrants MX-series, WM-series, chipper and sawmill <u>parts only</u> to be free from defects in material and workmanship for three (3) years from the date of original purchase except where otherwise noted. Backhoe, snow blower, tiller, flail mower, and DC-Chipper parts are warrantied to be free from defects in material and workmanship for two (2) years from the date of original purchase except where otherwise noted. Electrical components are warrantied for 60 days, beginning on the date of delivery. Hydraulic hoses are warrantied for 30 days, beginning the date of delivery. PTO shafts are warrantied for 90 days, beginning at the date of delivery. Proof of <u>purchase (original receipt) is required</u>. The exclusive remedy for this warranty is that **WOODMAXX**™ will, at its option, provide replacement parts for this product. This is a parts warranty and specifically excludes labor. **WOODMAXX**™ reserves the right to discontinue or change materials, parts, models or products, or to make substitutions. **WOODMAXX**™ will ship all replacement parts USPS mail or UPS ground, express shipping options are available only at an extra cost to the customer. Photos of the damaged parts may be required for replacement. By purchasing a **WOODMAXX**™ you agree to the terms of service as described in this warranty.

#### **WARRANTY LIMITATIONS**

This warranty does not apply to normal wear and tear, commercial or rental use, after-market modification, or damages which arise from negligence, misuse, use not in accordance with the product instructions and if in the event there is a dispute, **WOODMAXX**™ in its sole discretion will make the final decision with regard to whether or not the product is covered by the **WOODMAXX**™ warranty. Repairs made under this warranty will not extend the warranty period. If you are unwilling or unable to perform the labor required on your **WOODMAXX**™ product, **WOODMAXX**™ will return the machine to the **WOODMAXX**™ facilities. We will refund your purchase amount prorated according to the amount of use on the machine. All items must be returned with the machine, any missing parts will be deducted from the refund. The cost of shipping will be either the customer's responsibility or **WOODMAXX**™'s, which will be determined on a case by case basis.

## **LIMITATION OF DAMAGES**

The warranty and remedies as set forth above are exclusive and in lieu of all others, oral or written, express or implied. In no event will **WOODMAXX**™ be liable for any damages, including incidental or consequential damages, arising out of the use or inability to use this product.

## **LIMITATIONS OF WARRANTIES**

Any express or implied warranties, including warranties of merchantability and fitness for a particular purpose, shall be limited to the duration and terms of the express written warranty.

#### WARRANTY PARTS POLICY

If covered replacement parts are not in stock, they will be ordered by **WOODMAXX**™ and the customer will be notified when replacements parts are available. **WOODMAXX**™ will not be liable for any damages associated with the unavailability of parts, including consequential damages or delay damages. **WOODMAXX**™ may require a deposit for parts sent out if the part **WOODMAXX**™ requires the defective part returned. **WOODMAXX**™ reserves the right to refuse shipment of repair parts if the customer refuses to commit to a deposit. **WOODMAXX**™ also may require pictures or videos of the issue in question before sending out parts. Any issues will be attempted to be resolved with providing of parts before returning the machine; any returns will be accepted at the sole discretion of **WOODMAXX**™.

# **WARRANTY EXCLUSIONS**

Belts, knives, engines, hydraulic hoses, and finish are specifically excluded from this warranty. **WOODMAXX**™ is not liable for any incidental damage caused by its products, including but not limited to, any damage to tractors or other machinery used in connection with its products. **WOODMAXX**™ is not liable for damage incurred during shipping; any damage incurred in shipping must be noted on the bill of lading at the time the machine is accepted. A shipping damage claim will be made on your behalf. You also have the right to refuse the machine if it is severely damaged. **WOODMAXX**™ does not offer or guarantee color matching with any particular tractor color. **WOODMAXX**™ will not accept returns due to dissatisfaction with the color. If the customer is concerned about the color of the implement, the customer must request a paint sample before ordering.