

Industrial Attachments - Limited Warranty Certificate

A. GENERAL PROVISIONS - VTN/Rotobec (hereinafter referred to as "VTN/Rotobec") warrants its Industrial attachments (hereinafter referred to as the "Product") against defects in material or factory workmanship, subject to all the terms and conditions stated herein, to the VTN/Rotobec authorized dealer (herein after referred to as the "Dealer").

B. WARRANTY COVERAGE

• All parts and component(s) (with the exception of hydraulic hoses, hydraulic fittings and the electrical wires) of the VTN/Rotobec product covered by this warranty which prove(s) to be defective in material or workmanship. This warranty applies to all components (with the exception of hydraulic hoses, hydraulic fittings and the electrical wires) used, maintained and serviced as intended, in compliance with/as directed in all applicable guidelines and instructions as set-forth in the product manual. This warranty applies for a period of one (1) year or (2000 hours) whichever comes first, from the first day in service, so long as that the first day in service is not later than six (6) months from delivery to the Dealer.

The warranty includes the labor performed by VTN/Rotobec or VTN/Rotobec Dealer. Proof of defect must be submitted within ten (10) days from the date of failure or defect discovery and any claim must be submitted within thirty (30) days from the date of submission of proof of failure/defect.

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 VTN/Rotobec.

- C. WHAT IS NOT WARRANTED VTN/Rotobec is not responsible for the following: (1) used Products; (2) defects caused by an alteration or modification of the product not approved in writing by VTN/Rotobec; (3) depreciation or damage caused by normal wear; lack of reasonable and proper maintenance; failure to meet/comply with specifications and guidelines outlined by VTN/Rotobec; misuse; lack of proper protection during storage; or accident; (4) normal maintenance parts and service; (5) labor in diagnosis of a breakdown; (6) any defects resulting from the modification of factory pre-set pressures; and (7) expenses for miles or kilometres travelled.
- D. UNINTENDED OR UNUSUAL USE OR OPERATION OF THE PRODUCT The Product is designed and manufactured by VTN/Rotobec for use in certain specific applications, by properly qualified and trained personnel, in compliance with VTN/Rotobec's manual(s) and all controlling federal, state and industry guidelines and regulations. Any other such use(s) or operation of the product shall be approved beforehand in writing by VTN/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 VTN/Rotobec of the nature of the problem without delay; and (2) stop using or operating the product, unless authorized in writing by VTN/Rotobec. All warranty service shall be performed at the point of purchase of the product either by VTN/Rotobec or by a VTN/Rotobec Dealer using parts provided by VTN/Rotobec.

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

If the product was purchased from a Dealer, VTN/Rotobec shall provide the replacement parts to the Dealer. The Dealer shall install the parts and return the replaced parts to VTN/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 VTN/Rotobec's satisfaction. In all cases, all costs related to the transportation of parts or the product to and from VTN/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 VTN/Rotobec.

If the buyer fails to follow any of the above procedures or if the parts are not proven to be defective to VTN/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, VTN/ 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 VTN/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 VTN/Rotobec with respect to the repair or replacement of any part. In no event shall VTN/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 VTN/Rotobec, or to modify the terms or limitations of this warranty in any way.

ROTOBEC Locations

Eastern Canada Sainte-Justine QC	Western Canada and Pacific North West Kelowna, BC	Eastern & Central USA Littleton, NH	Southern USA Carrollton, TX	Brazil Curitiba-PR-Brazil
Service	Service	Service	Service	Service
Ph: 418.383.3002	Ph: 250.765.1161	Ph: 603.444.2103	Ph: 972.242.9514	Ph: +55(41)3287-2835
Fax: 418.383.5341	Fax: 250.765.0035	Fax: 603.444.0327	Fax: 972.242.9522	
service@rotobec.com	westservice@rotobec.com	service@rotobecusa.com	service@rotobecsouth.com	Servicos.brasil@rotobec.c

Toll free service 855.383.3002