

ROTOBEC

Rotators, Forestry and Industrial Attachments - Limited Warranty Certificate

A. **GENERAL PROVISIONS** - Rotobec Inc. (hereinafter referred to as “Rotobec”) warrants its Rotators, Forestry and 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 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 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 eighteen (18) months or (3000 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 the date of invoice.

The warranty includes the labor performed by Rotobec or 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 Rotobec.

C. **WARRANTY EXCLUSION** - This warranty excludes Orange Peel grapples, rotobec Grapple Saw, Rotobec Construction Breaker and other products not manufactured by Rotobec.

D. **WHAT IS NOT WARRANTED** - 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 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 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.

E. **UNINTENDED OR UNUSUAL USE OR OPERATION OF THE PRODUCT** - The Product is designed and manufactured by Rotobec for use in certain specific applications, by properly qualified and trained personnel, in compliance with 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 Rotobec.

F. **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 Rotobec of the nature of the problem without delay; and (2) stop using or operating the product, unless authorized in writing by Rotobec. All warranty service shall be performed at the point of purchase of the product either by Rotobec or by a Rotobec Dealer using parts provided by Rotobec.

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

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

If the buyer fails to follow any of the above procedures or if the parts are not proven to be defective to Rotobec’s satisfaction, the Buyer shall not benefit from the warranty.

- G. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES** - To the extent permitted by law, 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 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 Rotobec with respect to the repair or replacement of any part. In no event shall Rotobec be liable for incidental or consequential damages.
- H. NO DEALER WARRANTY** - The Dealer has no authority to make any representation or promise on behalf of 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
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