



183 GEM PARKS RD. BONNERS FERRY, ID 83805

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Customer _____

Model No. _____ Serial # _____

A. Effective Date: _____ +24 months _____
Date of Shipment Expiration

STATEMENT OF LIMITED WARRANTY

THIS WARRANTY EXTENDS TO THE ORIGINAL PURCHASER ONLY AND IS NOT TRANSFERABLE

24 Month New Equipment Warranty

RM EQUIPMENT warrants its equipment against defects in material or workmanship for a period of 24 months from the date of shipment from RM EQUIPMENT. (See General Conditions & Exceptions). RM EQUIPMENT will replace free of charge, F.O.B. RM EQUIPMENT, 183 Gem Parks Road, Bonners Ferry, Idaho 83805, such parts or machine components that in its judgment have been proven defective. Additionally, RM EQUIPMENT will pay reasonable and customary labor charges when a defective part is replaced, installed or repaired at its facility. Normal wear parts such as cutter bits, tool holders and skid plates are not warranted. This warranty does not cover damage to cutter head and or any other machine components, caused by impact with underground objects or damage due to improper operation.

A warranty credit for defective parts will be issued only upon receipt and inspection of defective parts at the RM EQUIPMENT factory.

RM EQUIPMENT does not warrant (a) any product, components or parts not manufactured or sold by RM EQUIPMENT, or (b) damage caused by the Customer’s unreasonable use, **improper operation**, failure to follow instructions including attachment and detachment to and from prime mover, or failure to maintain the product in good standing and condition (c) damage during shipment, or (d) any unauthorized change or modification to the equipment by the Customer.

“Improper operation” includes (a) attaching any RM EQUIPMENT machinery or machine component to any other vehicle except the prime mover for which it was intended, or (b) supplementing any machine component with unauthorized parts, or (b) the mounting or attaching of equipment from one intended prime mover to another by non-authorized personnel, non-authorized Customer’s shop staff or a dealer not authorized by RM EQUIPMENT. All RM EQUIPMENT components are designed only to be used in concert with other RM EQUIPMENT components.

24 Month Main Frame Warranty

RM EQUIPMENT warrants its steel main frame against defects in material or workmanship for a period of 24 months from the date of shipment from RM EQUIPMENT (see General Conditions and Exceptions). RM EQUIPMENT shall replace or repair, in a manner as it shall determine, free of charge, F.O.B. factory, any steel main frame that in its sole judgment is defective.

General Conditions & Exceptions

All warranties and representations made herein shall apply provided such equipment shall not have been subject to misuse, negligence or accident and has been operated in accordance with factory approved procedures. This warranty does not obligate RM EQUIPMENT or its authorized dealers to bear the cost of parts obtained from, or labor performed by, unauthorized resources. Nor does it obligate RM EQUIPMENT or its authorized dealers to bear the cost of transportation of damaged equipment for repair or replacement purposes. This warranty supersedes any other warranty expressed or implied, or any other obligation or liability on the part of RM EQUIPMENT and no person or entity is authorized to make any representation beyond those stated herein.

RM EQUIPMENT shall not be held liable for consequential damage or any other damages of any kind, including damages to the prime mover. Customer's sole remedy will consist of repair or replacement of the product at RM EQUIPMENT's option. RM EQUIPMENT also reserves the right to make changes and improvements to its products without incurring any obligation to install any such changes or improvements upon its products previously manufactured.

RM EQUIPMENT EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The above warranty shall not be construed to include warranty of consumable or wear parts, or a warranty of prime mover or any other equipment not manufactured or sold by RM EQUIPMENT. All warranties and representations made herein are applicable to the original end-user of the product and are not sellable or transferable in any manner.

This agreement allocates the risks of product failure between RM EQUIPMENT and the Customer. This allocation is recognized by both parties and is reflected in the price of the goods. The Customer acknowledges that Customer has read this agreement, understands it and is bound by its terms.

Customer

Date