

## JARRAFF BY PRINOTH LIMITED WARRANTY

Jarraff Industries, LLC, dba Jarraff by Prinoth ("Jarraff by Prinoth"), warrants each new product and/or part thereof supplied by Jarraff by Prinoth (a "Product") to be free from material defects and workmanship under normal use and service for one (1) year from the date of original delivery by Jarraff by Prinoth (the "Warranty Period"), subject to the terms and conditions contained in this limited warranty.

Any Product which Jarraff by Prinoth finds to be inoperative or not in compliance with applicable Jarraff by Prinoth published specifications for such Product due to a defect in materials or workmanship in normal use during the Warranty Period will be repaired or replaced with an equivalent Product, consistent with Jarraff by Prinoth's Returns and Rejected Goods Policy (for a copy go to [www.jarraff.com](http://www.jarraff.com)).

This limited warranty does not extend to:

1. any Products which have been subject to misuse, tampering, mishandling, neglect, accident, modification or improper application, installation or maintenance;
2. any Products which have been repaired or altered outside of the Jarraff by Prinoth plant, unless authorized in writing by Jarraff by Prinoth or unless such repair or alteration is performed by Jarraff by Prinoth;
3. any charges for labor, travel or installation incurred in the repair or replacement of a Product, or any other work associated with removing and/or returning a Product alleged to be inoperative or not in compliance with applicable Jarraff by Prinoth published specifications or installing replacement Jarraff by Prinoth;
4. Products which have not been operated and maintained in accordance with Jarraff by Prinoth's maintenance manuals, programs and bulletins;
5. Components manufactured by Jarraff by Prinoth may include but are not limited to the cab, engine compartment, loader arms, electric panels, frame, hydraulic tanks, wiring harnesses, engine cover, turn table, upright cradle, boom rest, end components for boom (other than blade), oil tank, fuel tank, hose space reel cover, and hose reel bracket. Components manufactured by vendors (which are not covered by this Limited Warranty) include but are not limited to cutter heads, hydraulic systems, engines, axles, wheels and tires. Warranty on Jarraff by Prinoth's booms, in particular, shall be subject to a detailed inspection by Jarraff by Prinoth and a determination of a "defect" shall be made on a case-by-case basis; or
6. Normal wear and tear. Wear and tear shall include, but not be limited to, filters, belts, blades, springs, tools and

holders, winch cable, track sprockets, track bars, and boom assembly.

In addition, Jarraff by Prinoth is in no way liable for damages to a Product, user's property, property of third parties or any personal injuries that are caused by improper installation or use of Products or other causes not due to the fault or negligence of Jarraff by Prinoth. This Limited Warranty for the Product is non-transferrable beyond the original owner.

This limited warranty and any claims arising from breach of contract, breach of warranty, tort, or any other claim arising from the sale or use of Products shall be governed and construed under the laws of the State of Minnesota. Jarraff by Prinoth distributors or resellers have no express or implied authority to bind Jarraff by Prinoth to any agreement or warranty of any kind without the express written consent of Jarraff by Prinoth.

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON- INFRINGEMENT IN NO EVENT WILL JARRAFF BY PRINOTH BE LIABLE TO BUYER OR ANY THIRD PARTIES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE OR OTHER SIMILAR DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER.

THE REMEDY SET FORTH ABOVE IS THE EXCLUSIVE REMEDY AVAILABLE TO BUYER OR THIRD PARTIES, AND IS IN LIEU OF AND EXCLUDES ALL OTHER REMEDIES, OBLIGATIONS OR LIABILITIES OF JARRAFF BY PRINOTH FOR DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY DEFECTS IN PRODUCTS, LOSS OF USE, LOST PROFITS, LOST REVENUE, LOST OPPORTUNITY OR FOR ANY OTHER INJURY, DAMAGE OR LOSS, COMMERCIAL OR OTHERWISE, RESULTING FROM SUCH DEFECTS. IN NO EVENT SHALL JARRAFF BY PRINOTH'S LIABILITY HEREUNDER, REGARDLESS OF THE NATURE OR CAUSE OF THE LOSS OR DAMAGE OR WHETHER JARRAFF BY PRINOTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, EXCEED THE VALUE OF THE PRODUCT WHICH IS CLAIMED TO HAVE BEEN DEFECTIVE.