

## **HAMMERHEAD EQUIPMENT LIMITED WARRANTY**

EARTH TOOL COMPANY LLC, hereinafter sometimes referred to as ETC warrants each new industrial product of its own manufacture to be free from defects in material and workmanship, under normal use and service for one full year after delivery to the owner or 1000 operating hours, whichever occurs first. During the warranty period, the authorized selling HammerHead Dealer shall furnish parts without charge for any HammerHead product that fails because of defects in material and workmanship. Warranty is void unless warranty registration card is returned within ten days from the date of purchase. This warranty and any possible liability of Earth Tool Company LLC hereunder is in lieu of all other warranties, express, implied, or statutory, including, but not limited to any warranties of merchantability or fitness for a particular purpose.

The parties agree that the Buyer's **SOLE AND EXCLUSIVE REMEDY** against ETC, whether in contract or arising out of warranties, representations, or defects shall be for the replacement or repair of defective parts as provided herein. In no event shall ETC's liability exceed the purchase price of the product. The Buyer agrees that no other remedy (including, but not limited to, incidental or consequential loss) shall be available to him. If, during the warranty period, any product becomes defective by reason of material or workmanship and Buyer immediately notifies ETC of such defect, ETC shall, at its option, supply a replacement part or request the return of the product to its plant in Oconomowoc, Wisconsin. No part shall be returned without prior written authorization from ETC, and this warranty does not obligate ETC to bear any transportation charges in connection with the repair or replacement of defective parts. earth Tool Company LLC will not accept any charges for labor and/or parts incidental to the removal or remounting of parts repaired or replaced under this Warranty.

This Warranty shall not apply to any part or product which shall have been installed or operated in a manner not recommended by ETC nor to any part or product which shall have been neglected, or used in any way which, in ETC's opinion, adversely affects its performance; nor negligence of proper maintenance or other negligence, fire or other accident; nor with respect to wear items; nor if the unit has been repaired or altered outside of an ETC authorized dealership in a manner of which, in the sole judgment of ETC affects its performance, stability or reliability; nor with respect to batteries which are covered under a separate adjustment warranty; nor to any product in which parts not manufactured or approved by ETC have been used, nor to normal maintenance services or replacement of normal service items. Equipment and accessories not of our manufacture are warranted only to the extent of the original Manufacturer's Warranty and subject to their allowance to us, if found defective by them.

ETC reserves the right to modify, alter, and improve any products or parts without incurring any obligation to replace any product or parts previously sold with such modified, altered, or improved product or part.

No person is authorized to give any other Warranty, or to assume any additional obligation on ETC's behalf unless made in writing, and signed by an officer of ETC.

**EARTH TOOL COMPANY LLC  
Oconomowoc, Wisconsin USA**