



Ditch Witch®

Warranty

Ditch Witch Equipment and Parts

Limited Warranty Policy

Subject to the limitations and exclusions herein, free replacement parts will be provided at any authorized Ditch Witch dealership for any Ditch Witch equipment or parts manufactured by The Charles Machine Works, Inc. (CMW) that fail due to a defect in material or workmanship within one (1) year of first commercial use. Free labor will be provided at any authorized Ditch Witch dealership for installation of parts under this warranty during the first year following initial commercial use of the serial-numbered Ditch Witch equipment on which it is installed.

Exclusions from Product Warranty

- Wear-related failure of parts subject to ground contact including, but not limited to, digging teeth, digging chains, sprockets, backhoe buckets, plow blades, drill pipe, drill bits, backreamers, and swivels.
- All incidental or consequential damages.
- All defects, damages, or injuries caused by misuse, abuse, improper installation, alteration, neglect, or uses other than those for which products were intended.
- All defects, damages, or injuries caused by improper training, operation, or servicing of products in a manner inconsistent with manufacturer's recommendations.
- All engines and engine accessories (these are covered by original manufacturer's warranty).
- Tires, belts, and other parts which may be subject to another manufacturer's warranty (such warranty will be available to purchaser).
- All implied warranties not expressly stated herein, including any warranty of fitness for a particular purpose and merchantability.

IF THE PRODUCTS ARE PURCHASED FOR COMMERCIAL PURPOSES AS DEFINED BY THE UNIFORM COMMERCIAL CODE, THEN THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF AND THERE ARE NO IMPLIED WARRANTIES OF ANY KIND WHICH EXTEND TO A COMMERCIAL BUYER. ALL OTHER PROVISIONS OF THIS LIMITED WARRANTY APPLY INCLUDING THE DUTIES IMPOSED.

Ditch Witch products have been tested to deliver acceptable performance in most conditions. This does not imply they will deliver acceptable performance in all conditions. Therefore, to assure suitability, products should be operated under anticipated working conditions prior to purchase.

Defects will be determined by an inspection within thirty (30) days of the date of failure of the product or part by CMW or its authorized dealer. CMW will provide the location of its inspection facilities or its nearest authorized dealer upon inquiry. CMW reserves the right to supply remanufactured replacements parts under this warranty as it deems appropriate.

Extended warranties are available upon request from your local Ditch Witch dealer or CMW.

Some states do not allow exclusion or limitation of incidental or consequential damages, so above limitation of exclusion may not apply. Further, some states do not allow exclusion of or limitation of how long an implied warranty lasts, so the above limitation may not apply. This limited warranty gives product owner specific legal rights and the product owner may also have other rights which vary from state to state.

For information regarding this limited warranty, contact CMW's Product Support department, P.O. Box 66, Perry, OK 73077-0066, or contact your local Ditch Witch dealer.

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