



a division of allied systems company

WARRANTY

Subject to the limitations set forth below, Allied Systems Company–Wagner Division (hereafter referred to as “WAGNER”) warrants to the original retail customer that each new machine delivered will be free from defects in material or workmanship for **two years or 5000 hours** from date of first use. WAGNER’S sole obligation under this warranty shall be to repair or replace, at point of manufacture, any part or parts, which by reason of defective materials or workmanship, shall fail under normal use, during the above-described warranty period. The authorized WAGNER distributor which sold the machine is authorized to repair or replace parts that have failed by reason of defective materials or workmanship during the warranty period.

LIMITATIONS

Notice of any claim of defective material or workmanship during the warranty period must be submitted to WAGNER or an authorized WAGNER distributor within 60 days of repair. WAGNER shall have no liability or obligation with respect to claims submitted thereafter.

WAGNER makes no warranty with respect to parts not manufactured by WAGNER and having their own warranty. Such parts include, but are not limited to, all engines, stereos, batteries and tires. Warranty claims on such parts should be handled through the manufacturer’s local dealer.

WAGNER makes no warranty to any individual or entity other than the original retail customer. WAGNER makes no warranty with respect to damage to or failure of any product caused by misuse, misapplication, neglect or accident, nor does WAGNER make any warranty as to any product which has been repaired or altered in any way, which, in the sole judgment of WAGNER affects the performance, stability or purpose for which the product was manufactured. Such alterations include, but are not limited to, unauthorized accessories and attachments not manufactured by WAGNER.

THE FOREGOING WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE ORIGINAL RETAIL CUSTOMER WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES NOR FOR ANY OTHER LOSS OR DAMAGE EXCEPT AS ABOVE SET FORTH.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF ALLIED SYSTEMS COMPANY.

In the event of a dispute as to whether or not a failure in the product is due to defective materials or workmanship, WAGNER shall have the right, as a condition precedent to its liability, to require the part or parts to be returned to its factory, transportation charges prepaid, for inspection and verification of the cause of such failure.