



## LIMITED WARRANTY

- A. GROUND FORCE MANUFACTURING, LLC (GFM) warrants that the specialty-equipment manufactured by (GFM), including accessory equipment and parts manufactured by (GFM), shall be free from:
1. Defects in material and workmanship furnished by (GFM) and used in the fabrication thereof;
  2. Defects arising from the selection of materials or processes of manufacture;
  3. Defects in the design thereof in view of the state of the art on the date hereof.

The foregoing warranty shall apply also to accessories, equipment, and parts manufactured to (GFM) detailed design and specifications and supplied to (GFM) by other manufacturers.

- B. (GFM) makes no warranty with regard to component parts not manufactured by (GFM), but agrees to assign to the purchaser all of its rights under any original manufacturer's warranty covering such component parts and agrees to assist the purchaser in making such contacts with the manufacturer of such component parts as may be necessary to protect its right under the warranty covering them.
- C. In case of defects in materials, defects in workmanship, defects arising from the selection of material or processes of manufacture, or defects inherent in the design, such defects must become apparent in the machine, accessory, equipment, or part manufactured by (GFM) within **one calendar year or 5,000 hours** of operations, whichever shall first expire after the equipment is commissioned by the original purchaser. It is required that the original purchaser complete the Product Registration Form within 45 days from the time the equipment is placed into service. Failure to complete the Product Registration Form will void the warranty. The date of commissioning must be within 12 months from the original date of invoice by GFM. The end-user must provide all information, which is relevant to the warranty, to GFM upon request. GFM reserves the right to determine what information is relevant.

The extent of (GFM) liability under this warranty, as to defects in materials, defects in workmanship, defects arising from the selection of material or processes of manufacture, or defects inherent in the design, is limited to the repair of such defects, or to the repair or replacement (with a new or rebuilt similar item, free from the defect in question) of any accessory, equipment, or part manufactured by (GFM), which is defective in any such respects.

- D. The (GFM) Limited Warranty does not cover, and (GFM) makes no warranty with respect to:
1. Defects not reported and defective items not returned to (GFM) within the warranty period;
  2. Failure and damages due to misapplication, lack of proper maintenance, abuse, improper installation, or abnormal conditions of temperature, moisture, dirt, or corrosive matter;
  3. Abrasion or wear, including that of wear-resistant liner packages in dump truck bodies;
  4. Failure due to the operation, intentional or otherwise, in any improper manner;
  5. Cracks, dents, bends or other damage resulting from impact or dragging;
  6. Damage caused by components, or parts, or accessories built by others, or which were not manufactured, nor installed, nor sold by (GFM);
  7. Any damage that results from continued use of equipment after a defect has become apparent;
  8. Item(s) which have/has in any way been altered by anyone other than an authorized representative of (GFM);
  9. Any damage which occurs during shipment, or otherwise, without the fault of (GFM);
  10. Taxes, consumables, environmental fees, or surcharges;
  11. Freight, transportation, or shipping;
  12. Rental expenses;
  13. Travel expenses, including travel labor, safety training, mileage, lodging, and meals;
- E. (GFM) shall in no way be liable for any expenses incurred by the purchaser in any attempt to repair, replace, or rework any originally defective item of sale. (GFM) shall in no way be liable for any losses, costs, forfeiture or damages (including loss of profits, liabilities of the purchaser, its customers, or third persons, and all other consequential damages), whether direct or indirect, and whether or not resulting from, or contributed to by the default, or negligence of (GFM), its agents, employees, and subcontractors, which might be claimed as a result of the defect, use, or failure of the item delivered.

Except as stated, there is no warranty, express or implied, in connection with the design, manufacture, sale, service or use of the machinery, accessories, equipment, and parts sold by (GFM). (GFM) liability on its warranty shall in no event exceed the cost of the item of sale.

This warranty policy supersedes, merges, and voids all negotiations, prior discussions, agreements, and understandings, whether oral or written. This warranty policy may not be altered or amended except by a document executed by officers of each party.

Effective January 20, 2022