



**SCHAEFF**

*Team Solutions for the Way You Work*

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## **LIMITED WARRANTY STATEMENT**

### **FOR NEW SCHAEFF INDUSTRIAL, ROUGH TERRAIN, CONSTRUCTION EQUIPMENT, AND NEW SCHAEFF PARTS INSTALLED ON SCHAEFF EQUIPMENT.**

No warranties express or implied, as to **SCHAEFF** equipment or **SCHAEFF** parts which are integral to such machines, are made by **SCHAEFF** except for the following warranty and the limited warranty covering **SCHAEFF** machines.

1. **SCHAEFF, INC.** (Company) warrants to the Dealer (Seller) who, pursuant to agreement with the Company, hereby, on its own behalf, warrants to the Buyer. (a) that every new **SCHAEFF** machine supplied by **SCHAEFF, INC.** or an authorized distributor or dealer of **SCHAEFF INC.** will be free from defects in material and workmanship, under normal use and service, for 24 months from date the machine is delivered by **SCHAEFF, INC.** to a distributor or dealer OR UNTIL THE MACHINE HAS BEEN USED FOR THE FOLLOWING PERIODS:

1. 6 months or 1000 hours of operation, whichever occurs first from the date of delivery to the first user of a new **SCHAEFF** product. The warranty covers the cost of, during normal working hours, replacing, or, at the option of **SCHAEFF, INC.**, repairing by an authorized **SCHAEFF** dealer, parts found to be defective or not in compliance.

2. 12 months or 2,000 hours of operation, whichever occurs first from date of delivery to the first user of a new **SCHAEFF** product, the following major components: differentials, planetary axles and planetary drive units; electric traction motors, pump motors and power steering motors; hydraulic components including cylinders, pumps, motors, directional control valves and hydrostatic transmissions; SCR static panel components; contactors, exclusive of switches and tips; and SCR controller assembly.

The 12 month/2000 hour warranty is limited to providing a replacement part, not including freight, special charges or cost of installation to replace that part found to be defective or not in compliance, or in the alternative, at the sole option of **SCHAEFF, INC.**, the cost, during normal working hours, of repairs to that part, not including travel.

Internal combustion engine warranty must be submitted to the Engine Manufacturer for consideration. Consult **SCHAEFF, INC.** for the engine dealer nearest your dealership.

(b) that every new **SCHAEFF** part, supplied by **SCHAEFF, INC.** to the original retail customer or an authorized distributor or dealer of **SCHAEFF, INC.** will be free from defects in material and workmanship, under normal use and service when properly installed in a **SCHAEFF** product as a replacement part, for 6 months or 1000 hours, whichever occurs first from date of installation, provided that the customer has fulfilled all of his obligations pursuant to his purchase agreement, including, in particular, his obligation as to payment.

2. The obligation of **SCHAEFF, INC.** under this warranty is limited, at the election of **SCHAEFF, INC.**, to the repair or replacement of such parts as are acknowledged by **SCHAEFF, INC.** to be defective in material or workmanship during the warranty period. Such repair or replacement will be made according to the terms of the warranty period at the dealer or distributor's premises, or, at the option of **SCHAEFF, INC.**, at such other location as **SCHAEFF, INC.** may designate. All parts which are replaced shall become the property of **SCHAEFF, INC.**

UNDER NO CIRCUMSTANCES WILL THE CUSTOMER BE ENTITLED TO RESCISSION OR TO A REDUCTION IN THE PURCHASE PRICE OR TO ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF EQUIPMENT, COSTS OF RENTALS OR REPLACEMENTS, OR OTHER COMMERCIAL LOSS.

3. This warranty does not cover the following: defects, damage or deterioration due to normal use, wear and tear, exposure, corrosion, or prolonged or improper storage; normal maintenance service or the replacement or repair of parts required to be replaced or repaired in the course of normal maintenance service; damage or defects due to failure to comply with installation, operation, maintenance or lubrication instructions; damage or defects due to misuse, alteration, negligence, accident, use of the machine or parts in an improper or excessive manner or for a purpose of which it was not intended or operation of the machine with improper fuel or lubricants; damage or defects in machines or parts exposed to fire; damage or defects due to chemical or electrical action and damage or defects due to the repair of the machine or part in an unauthorized manner or the installation of parts other than genuine **SCHAEFF** parts.

4. THIS WARRANTY AND THE LIMITED WARRANTY COVERING **SCHAEFF** MACHINES AND THEIR NEW **SCHAEFF** COMPONENT PARTS IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF **SCHAEFF, INC.** WITH RESPECT TO **SCHAEFF** MACHINES AND **SCHAEFF** PARTS INSTALLED IN SUCH MACHINES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, **SCHAEFF, INC.** NEITHER ASSUMES NOR AUTHORIZES ANY DEALER, DISTRIBUTOR, OR OTHER PERSON TO ASSUME, ON ITS BEHALF, ANY OTHER OBLIGATION OR LIABILITY.

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