LABOUNTY

LIMITED WARRANTY LaBounty Attachments

Revised 8/2/24

TYPES OF WARRANTY:

LaBounty warrants new and remanufactured hydraulic attachments against defects in material and workmanship for the following periods from six (6) months after receipt of product, by retail customer:

- New hydraulic MSD mobile shears fitted with factory installed InSite™ for a period of 3 YEARS.
- New and remanufactured hydraulic attachments for a period of 1 YEAR.

LaBounty, at its own discretion, may offer additional warranties to other products fitted with InSite™; for additional information please contact a LaBounty representative. In such case that a LaBounty dealer offers any additional product warranty to a retail customer, aside from the standard limited warranty detailed herein, for any period, all associated costs and obligations become the sole responsibility of the dealer.

All warranties are subject to the limitations below:

EXCEPTIONS:

- A. Product damaged by alteration, improper maintenance, unauthorized service, installation of unauthorized parts, abuse, misuse, improper installation, improper storage, use in application beyond its designed purposed, or contamination by the base machine is not warranted.
- B. Warranties provided to attachments fitted with InSite™ will remain in effect only if during the warranty period the functionalities and usage of InSite™, as expressed in the InSite User's manual, are continually in use.
- C. Electrical components are warranted to be free of defects in material and/or workmanship for a period of one (1) year from the date of first commissioning. Examples include but are not limited to: sensors, control modules, switches, wiring, electrical connectors, etc.
- D. LaBounty will not warranty loss of income due to downtime
- E. Agents of Industrial Tools & Attachments have no authority to make representations beyond those contained herein.

EXCLUSIONS: THIS WARRANTY DOES NOT COVER DEFECTS, DAMAGES, PERFORMANCE DEFICIENCY OR FAILURE:

- A. Due to abuse, misuse, tampering or accidents.
- B. From repairs performed by a person other than LaBounty or an authorized service representative.
- C. Arising from failure to follow the operating instructions supplied with the attachment, including, but not limited to, safety instructions.

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D. Arising from failure to perform proper maintenance in accordance with the Operations & Maintenance manual; or of "wear parts" such as cutting blades, wear plates, mounts, hoses, and other cutting/impact accessories.

EXCLUSIVE REMEDY:

The exclusive remedy for a product determined deficient in material or workmanship is repair or replacement at LaBounty's discretion.

- 1. Returned product found deficient by LaBounty will be replaced or repaired without charge FOB Dealer/ Customer or will be credited to account balance.
- 2. Authorized repair can occur at the LaBounty factory or authorized LaBounty Dealer. Labor for warranty repair will be paid under a formula determined by LaBounty.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LABOUNTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR EXPENSES.

For proper safe operation and maintenance of this product, please refer to the Operations & Maintenance manual supplied with the attachment. Failure to follow these instructions may void this warranty. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY BY COUNTRY.

All attachments must be registered at the time of commissioning. LaBounty may deny warranty coverage if the warranty registration is not on file when coverage is sought. Contact your local dealer before returning any product.

Visit us at <u>www.LaBountyAttachments.com</u>