



## **LIMITED WARRANTY** **FOR TESMEC USA, INC.**

### ***LISTED TESMEC MODELS:***

**Chainsaws – All Models**

**Rocksaws – All Models**

**Buckets – All Models**

**Rockhaws – All Models**

**Parts Sales – All Parts**

### **I. WHO IS COVERED**

1. Any user of a listed TESMEC model or part is eligible to make a warranty claim for repair or placement of the listed TESMEC model or part if:
  - (A) The user takes delivery of a listed TESMEC model and makes the warranty claim for repair or replacement within the earlier of 12 months or 1200 hours from the first engine in-service date on any listed TESMEC model, or
  - (B) The user takes delivery of any TESMEC part and makes the warranty claim for repair or replacement within 12 months from the invoice date of the part.
2. Any user of a listed TESMEC model or part is eligible to make a warranty claim for labor of the listed TESMEC model or part if:
  - (A) The user takes delivery of a listed TESMEC model and makes the warranty claim for labor within the earlier of 90-days or 300 hours from the first engine in-service date on any listed TESMEC model, or
  - (B) The user takes delivery of any TESMEC part and makes the warranty claim for labor within 90 days from the invoice date of the part.
3. **This warranty is nontransferable without visible inspection and written approval by TESMEC.**
4. Unless user has purchased directly from TESMEC, any user of a listed TESMEC model must provide TESMEC with written confirmation from the Engine Manufacturer showing the first engine in-service date and number of hours within 15 days after the listed TESMEC model has been placed in service by user or any warranty claim for repair, replacement, or labor will be denied.



## II. WHAT IS COVERED

1. Component parts and all engines as installed on all listed TESMEC models are covered, but only:
  - (A) In accordance with the warranty offered by the manufacturer of the component, part, or engine;
  - (B) For the periods no longer than as set forth in the warranty offered by the manufacturer of the component, part, or engine;
  - (C) When the listed TESMEC model, component, part, or engine is used in the normal and proper manner that was intended in the product's design; and
  - (D) When the listed TESMEC model, component, part, or engine is used in accordance with the maintenance schedules required or recommended by TESMEC and the manufacturer of the component or engine.

**UPON THE EXPIRATION OF THE PERIODS STATED IN THE WARRANTY OFFERED BY THE MANUFACTURER OF THE COMPONENT OR ENGINE ALL WARRANTIES, EXPRESSED OR IMPLIED, ARE TERMINATED.**

2. TESMEC in no way creates any additional warranties, whether expressed or implied, with respect to any listed TESMEC model or part. The ultimate determination of whether a warranty exists lies in the sole discretion of the manufacturer of such component or engine and not with TESMEC.
3. If a defect in workmanship or material is determined by TESMEC and/or any manufacturer of the component, part, or engine to exist during the appropriate warranty period as stated in this limited warranty and in the warranty offered by the manufacturer of the component, part or engine, TESMEC will provide user with:
  - (A) New, original equipment of manufacturer, or TESMEC approved parts or components to correct the defect;
  - (B) Usual and customary parts shipping charges via surface freight for delivery of the parts necessary to correct the defect;
  - (C) Lubricating oil, filters, antifreeze and other service items deemed by TESMEC necessary to the repair or replacement to correct the defect;

**NOTICE: TESMEC IS OBLIGATED ONLY TO PROVIDE REPAIRS OR REPLACEMENT AT A PLACE OF BUSINESS OF A TESMEC DEALER OR AT A SERVICE CENTER OR FIELD LOCATION APPROVED BY TESMEC.**



### III. WHAT IS NOT COVERED

1. TESMEC is not responsible for any repair or replacement necessitated, or any failure of the listed TESMEC model, component, part, or engine caused by:
  - (A) The installation of any component, engine, part, supplies, or materials (whether original or not) which is deemed by TESMEC in its sole discretion to be inconsistent with the product's design or improper installation;
  - (B) The attachment or installation of accessory items and parts not sold by, authorized by, or recommended by TESMEC;
  - (C) Abuse, neglect, or improper repair; or
  - (D) The failure to conduct any maintenance required or recommended by TESMEC, or by the manufacturer of any component, engine, part, supplies or materials.
  
2. TESMEC is not responsible for any repair or replacement that is delayed in any way, including:
  - (A) User's delay in notifying TESMEC of the defect;
  - (B) User's delay in making the product available to TESMEC after user learns of the defect; or
  - (C) User's delay in the return to TESMEC of a defective component, part, or engine.
  
- NOTE: ANY LISTED TESMEC MODEL, COMPONENT, PART, OR ENGINE RETURNED BY USER MUST BE RETURNED TO TESMEC NO LATER THAN 30 DAYS FROM THE DATE OF FAILURE OF SUCH COMPONENT, PART, OR ENGINE. USER SHALL PAY ANY INVOICE ISSUED WITH THE SHIPMENT OF ANY LISTED TESMEC MODEL, COMPONENT, PART, OR ENGINE THAT IS RETURNED MORE THAN 30 DAYS FROM THE DATE OF INVOICE REGARDLESS OF FAILURE OF THE LISTED TESMEC MODEL, COMPONENT, PART, OR ENGINE IN ACCORDANCE WITH THE INVOICE TERMS.**
  
3. TESMEC is not responsible for the costs of:
  - (A) Transporting the listed TESMEC model, components, parts, engines, supplies, or materials;
  - (B) Premium or overtime labor;
  - (C) Local taxes for repairs or replacements, labor, components, engines, parts, supplies, or materials;



- (D) Evaluating the suspected defect if no defect is found by TESMEC to exist or to be covered by a warranty offered by the manufacturer of any component or engine; or
- (E) Labor or parts required as an incident to the removal or remounting of components, engines, or parts repaired or replaced.

4. TESMEC is not responsible for:

- (A) The repair or replacement of pockets, teeth, conveyor belts, boom wear plates, fuse holders, hardware and fasteners, and digging chains on any listed TESMEC model or part;
- (B) Any failure that is a direct result of the improper tightening or replacement of hardware or fasteners, or by operating the product with hardware or fasteners missing;
- (C) The repair or replacement of sprockets, segments, truck wheel components, arc plates, rock guards, and crumbshoe components on any listed TESMEC model, or any failure that is a direct result of operation outside proper adjustment; or
- (D) Any warranty claim made during the “dig-in” period following delivery of any listed TESMEC model during which time final adjustments are made and required, and the first few hours of running time corresponding with the “dig-in” period.

**OTHER LIMITATIONS: This warranty is expressly in lieu of any other warranty, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose. No representative, employee, or dealer of TESMEC has the authority to make or imply any representation, promise, or agreement that in any way alters, amends, modifies, or waives the terms of this warranty.**

5. This warranty DOES NOT provide any compensation to user or any other person or entity for loss of time, loss of use of the product, inconvenience, loss of production, delay in construction, delay in project completion, labor costs (except as specifically stated elsewhere in this warranty), loss of life or limb, personal injury or property damage, or any other type of incidental or consequential damages. **ALL DAMAGES ARE LIMITED TO REPAIRS AND REPLACEMENTS DESCRIBED IN THIS WARRANTY.** However, in some states this exclusion or limitation will not apply, so reference should be made to the appropriate and applicable state laws. In such jurisdictions, the parties stipulate and agree that damages are liquidated and limited to the cost of repair and replacement necessary to cure any defect.

6. **THIS WARRANTY ACCOMPANIES A DANGEROUS PRODUCT.** READ and make certain that you UNDERSTAND all safety warnings, operations, and maintenance requirements in the user manuals and other materials that have accompanied your purchase of any listed TESMEC model or part. TESMEC is not responsible for any damage or injury to person or property through user’s use:



- (A) In a manner that is inconsistent with intended design, purpose, or use of the listed TESMEC product or part;
- (B) After the removal or disregard of the safety features or safety warnings and precautions;
- (C) If user fails to perform any maintenance as required or recommended by TESMEC or the manufacturer of any component, engine, part, supplies, or materials that contribute to the cause of any damage or injury; or
- (D) By an untrained, unskilled, or impaired operator.

#### IV. WHAT MUST USER DO – USER’S COVENANTS AND RESPONSIBILITIES

1. **Cost to user.** If a defect in workmanship or material is determined by TESMEC or its authorized entity to exist during the warranty period, and if any repair or replacement is undertaken USER AGREES, in consideration for this limited warranty, to pay for any costs related to the warranty repair or replacement except as specifically stated in this Limited Warranty, including:
  - (A) Any costs of transporting the product, a component, engine, parts, supplies, or materials (except as specifically stated elsewhere in this warranty);
  - (B) Any premium or overtime labor costs;
  - (C) Any local taxes for repairs or replacements for labor, components, engines, parts, supplies, or materials;
  - (D) Any cost to evaluate the suspected defect if no defect is found by TESMEC to exist or to be covered by a warranty;
  - (E) Any labor or parts required as an incident to the removal or remounting of components or engines repaired or replaced;
  - (F) The cost of any labor when components or engines are repaired or replaced under warranty but after the operation of any labor warranty offered by TESMEC or the manufacturer of a component or engine; and
  - (G) The invoice amount on any invoice issued with the shipment of any listed TESMEC model, part, component, or engine that was returned later than 30 days from the date of its failure.
2. **Maintenance.** User agrees to be responsible for, to perform, and to pay for all maintenance to the listed TESMEC model, its components, parts, supplies, and materials as directed by TESMEC and/or the manufacturer of any component, engine, part, supplies, or materials.



3. **Safe operation.** USER AGREES TO BE RESPONSIBLE FOR, AND TO PAY FOR, APPROPRIATE TRAINING FOR OPERATORS OF ANY LISTED TESMEC MODEL OR PART. USER FURTHER AGREES TO ENSURE THAT OPERATORS ARE AT ALL TIMES QUALIFIED TO OPERATE ANY LISTED TESMEC MODEL AND THAT OPERATORS DO NOT SUFFER FROM ANY IMPAIRMENT THAT WOULD PRECLUDE ITS SAFE OPERATION.
4. **Notification.** User agrees to notify TESMEC promptly of any suspected defect and to cooperate fully in TESMEC's evaluation to determine whether any defect exists.
5. **Waiver.** User expressly waives the right to seek damages for any injury, loss, damage, or claim of any kind resulting from any defect once user accepts the repair and replacement necessary to cure such defect.