



## LANDOLL TILLAGE PRODUCT THREE YEAR LIMITED WARRANTY

Landoll Company, LLC warrants each new serial numbered Whole Good Tillage product, when properly assembled, adjusted, serviced, and normally operated, to be free from defects in materials and workmanship for a period of three (3) years, unless otherwise noted, from the date of delivery. Date of delivery shall be the date the Dealer places the product in the possession of the original retail purchaser, and must be confirmed by the Dealer submitting a properly completed Landoll Company, LLC Warranty Registration Form to the Landoll Company, LLC Warranty Department. Warranty starts the day the product is rented or leased. This limited warranty shall be transferable until the expiration date.

Landoll Company, LLC shall repair, or at its option, replace any part(s) of the product determined, by Landoll Company, LLC, to be defective. Landoll Company, LLC may request the return of part(s), freight prepaid via a carrier approved by the Landoll Warranty Staff, to Landoll Company, LLC for further evaluation. If the part is determined to be defective, Landoll Company, LLC will refund the freight charges incurred in returning the defective part(s).

This limited warranty requires pre-authorization by the Landoll Company, LLC Warranty Staff of any warranty related utilization of components or labor, and is subject to specific exclusions and does not apply to any product which has been: 1) subjected to or operated in a manner which, at any time, have exceeded the product design limits; 2) repaired or altered outside our factory in any way so as, in the judgment of Landoll Company, LLC, to affect its stability or reliability; 3) subject to misuse, negligence, accident, or has been operated in a manner expressly prohibited in the instructions; or not operated in accordance with practices approved by Landoll Company, LLC. Operating the product in soils containing rocks, stumps or obstructions may void the warranty in its entirety. Excessive acres, consistent with non-seasonal very large farming operations, and, non-agricultural activities, may further limit the terms of this warranty.

The sole obligation of Landoll Company, LLC under this warranty shall be limited to repairing or replacing, at its option, part(s) which shall be identified to Landoll Company, LLC by way of a pre-authorized Landoll Company, LLC Warranty Claim Form. Warranty, expressed or implied, will be denied on any product not properly registered with the Landoll Company, LLC Warranty Department within ten (10) days of the first retail sale. As stated above, Landoll Company, LLC Warranty Staff will identify components listed on a Warranty Claim required to be returned for further analysis. All parts returned to Landoll Company, LLC must be shipped with a Return Materials Authorization (RMA) provided by the Landoll Company, LLC Warranty Staff. Defective components must be returned by the purchaser to Landoll Company, LLC with transportation and freight charges prepaid within thirty (30) days after receipt of the RMA. The examination conducted by Landoll Company, LLC of returned parts shall disclose to its satisfaction the extent the component may be defective.

All parts and labor warranty MUST be pre-authorized by Landoll Company, LLC Warranty Staff. Failure to do so may result in no warranty payment of any kind. Labor will be reimbursed in accordance with published shop rates pre-approved by the Landoll Company, LLC Warranty Staff. Time authorized for specific work will be limited, where appropriate, to the hours listed in the Landoll Company, LLC authorized Labor Rate Guide.

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**USER'S OBLIGATION:**

1. Read the Operator's Manual
2. Understand the safe and correct operating procedures pertaining to the operation of the product.
3. Lubricate and maintain the product according to the maintenance schedule in the Operator's Manual.
4. Inspect machine and have parts repaired or replaced when continued use of the product would cause damage or excessive wear to other parts.
5. Contact the Landoll Company, LLC Dealer for repair or replacement of defective parts. Mileage incurred by the Landoll Company, LLC Dealer is the customer's responsibility.

This 3-Year Limited Warranty SHALL NOT APPLY TO: (See Warranty Procedure Manual for details.)

1. Ground Engaging Tools
2. Vendor Warranty Only Parts

**WARRANTY LABOR:**

1. Considered during the first year of warranty only.
2. During the second and third year:
  - Warranty labor is not covered. Customer is responsible for removing, replacing and returning the defective part(s) to the Landoll Dealer

THIS WARRANTY IS EXPRESSIVELY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LANDOLL COMPANY, LLC SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ON ACCOUNT OF ANY LANDOLL PRODUCT. NO EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THIS WARRANTY, VERBALLY OR IN WRITING, OR GRANT ANY OTHER WARRANTY. LANDOLL COMPANY, LLC, WHOSE POLICY IS ONE OF CONTINUOUS IMPROVEMENT, RESERVES THE RIGHT TO MAKE CHANGES WITHOUT OBLIGATION TO MODIFY PREVIOUSLY PRODUCED EQUIPMENT.

This warranty does not expand, enlarge upon or alter in any way, the warranties provided by the original manufacturers and suppliers of component parts and accessories. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, and the like. (Tire Warranties are expressly excluded from Landoll Company, LLC warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

**LIMITATION OF LIABILITY:** Landoll Company, LLC shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Landoll Company, LLC, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, equipment rental, service trips, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

**LIMITATION OF REMEDY:** In the event of Landoll Company, LLC failure to repair the product subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Landoll Company, LLC shall be for the repair or replacement of any defective part or parts of the product subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Landoll Company, LLC is willing and able to repair or replace defective parts in the prescribed manner.