

IBEX EQUIPMENT Limited Warranty



- A. General Provisions The warranties described below are provided by IBEX Equipment to the original purchaser of any new IBEX Equipment products from authorized IBEX Equipment dealers. Under these warranties, IBEX Equipment will repair or replace, at its option, any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center authorized by IBEX Equipment to sell and/or service the type of equipment involved, which will use only new or remanufactured parts or components furnished by IBEX Equipment. Warranty parts will be shipped without charge to the purchaser. The purchaser will be responsible, however, for any service call and/or transportation of product to and from the dealer's or service center's place of business, for any premium charged for overtime labor requested by the purchaser, and for any service and/or labor, including maintenance not directly related to any defect covered under the warranties below. These warranties are transferable, provided an authorized IBEX Equipment dealer is notified of the ownership change, and IBEX Equipment approves the transfer.
- **B.** What Is Warranted All components of any new IBEX Equipment products are warranted for the number of months specified below, with the exception of Normal Wear Parts and Consumables. Normal Wear Parts are only warranted if a defect is discovered before the first use of the machine, and include and aren't limited to tires, batteries, blades, and belts. Consumables are not warranted, and include and aren't limited to oil and grease.
- C. What is Not Warranted IBEX Equipment is not responsible for the following: (1) Used equipment; (2) Any equipment that has been altered or modified in ways not approved by IBEX Equipment. (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, or accident; (4) Normal maintenance parts, service and labor.
- **D.** Securing Warranty Service To secure warranty service, the purchaser must (1) Report the product defect to an authorized dealer and request repair within the applicable warranty term, (2) Present evidence of the warranty start date, and (3) Make the equipment available to an authorized dealer or service center within a reasonable period of time.
- **E.** No Dealer Warranty The selling dealer makes no warranty of its own and the dealer has no authority to make any representation or promise on behalf of IBEX Equipment to modify the terms or limitations of this warranty in any way.
- F. Limitation Of Implied Warranties & Other Remedies To the extent permitted by law, neither IBEX EQUIPMENT nor any company affiliated with it makes any warranties, representations, or promises as to the quality, performance or freedom from defect of the IBEX Equipment covered by this warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH HEREIN. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON IBEX EQUIPMENT PRODUCTS ARE THOSE SET FORTH HEREIN. IN NO EVENT WILL THE DEALER, IBEX EQUIPMENT, OR ANY COMPANY AFFILIATED WITH IBEX EQUIPMENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.) This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

G. Warranty Terms*

• Residential Use: 24 Months

Commercial and Institutional Use: 12 Months