

# TERRAIN KING

## Limited Warranty

### 1. Limited Warranties

- 1.01. Terrain King ("Manufacturer") warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser ("Purchaser", as applicable) that the goods purchased are free from defects in material or workmanship.
- 1.02. Manufacturer will replace for the Purchaser any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship during the applicable warranty period.
- 1.03. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine, or expendable items such as blades, shields, guards, or pneumatic tires except as specifically found in your operator's manual.
- 1.04. No employee, agent, dealer, or other person is authorized to give any warranties of any nature on behalf of Manufacturer.

### 2. Remedies and Procedures

- 2.01. This limited warranty is not effective unless the purchaser returns the registration and warranty form to Manufacturer within 30 days of purchase.
- 2.02. Purchaser claims must be made in writing to the authorized dealer ("dealer") from whom Purchaser purchased the goods or an approved authorized dealer ("dealer") within 30 days after Purchaser learns of the facts on which the claim is based.
- 2.03. Purchaser is responsible for returning the goods in question to the dealer.
- 2.04. If after examining the goods and/or parts in question, Manufacturer finds them to be defective under normal use and service due to defects in material or workmanship, Manufacturer will: (A) repair or replace the defective goods or part(s) or (B) reimburse Purchaser for the cost of the part(s) and reasonable labor charges (as determined by Manufacturer) if Purchaser paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Manufacturer. The choice of remedy shall belong to Manufacturer.
- 2.05. Purchaser is responsible for any labor charges exceeding a reasonable amount as determined by Manufacturer and for returning the goods to the dealer, whether or not the claim is approved. Purchaser is responsible for the transportation cost for the goods or part(s) from the dealer to the designated factory.

### 3. Limitation of Liability

- 3.01. MANUFACTURER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.02. MANUFACTURER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS.
- 3.03. EXCEPT AS PROVIDED HEREIN, MANUFACTURER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOTWITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, MANUFACTURER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY PURCHASER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS.
- 3.04. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

### 4. Miscellaneous

- 4.01. Proper venue for any lawsuits arising from or related to this limited warranty shall be only in Guadalupe County, Texas.
- 4.02. Manufacturer may waive compliance with any of the terms of this limited warranty, but no waiver of any terms shall be deemed to be a waiver of any other term.
- 4.03. If any provision of this limited warranty shall violate any applicable law and is held to be unenforceable, then the invalidity of such provision shall not invalidate any other provisions herein.
- 4.04. Applicable law may provide rights and benefits to Purchaser in addition to those provided herein.

*Keep for your records*

Attention: Purchaser should fill in the blanks below for his reference when buying repair parts and/or for proper machine identification when applying for warranty.

Terrain King Implement Model \_\_\_\_\_ Serial Number \_\_\_\_\_  
Date Purchased \_\_\_\_\_ Dealer \_\_\_\_\_

Attention:

Read your operator's manual



**Terrain King**  
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