

Trackmobile<sup>®</sup>LLC 1602 Executive Drive LaGrange, GA 30240 USA Ph. +1 (706) 884-6651 Fax: +1 (706) 884-0390 www.trackmobile.com

## TRACKMOBILE BROOM WARRANTY REGISTRATION AND RECEIVING FORM (SD208)

- COMPANY warrants that each BROOM will be free from defects in the material and workmanship for a period of 12 months from the date of delivery. This Report must be sent to TRACKMOBILE when delivered. The warranty on a part, component, or assembly installed to correct a warrantable defect shall be limited to the duration of the unexpired Warranty Period.
- 2. COMPANY warrants that each new PART for the BROOM purchased from the COMPANY that is not supplied pursuant to the warranty set forth in paragraph 1 above will be free from defects in material and workmanship for a period of ninety (90) days from the date of delivery to the owner ("PARTS WARRANTY PERIOD"); provided however, that in the case of sales to a distributor for stock the PARTS Warranty Period shall be ninety (90) days after release from stock by the distributor.
- Any claim hereunder must be promptly presented in writing to COMPANY at LaGrange, Georgia within the applicable Warranty Period. COMPANY'S obligation under the aforesaid warranties, and the exclusive remedy for the breach thereof, shall be limited to COMPANY'S correction of any defect in material or workmanship by, at COMPANY'S option, (a) providing repair or replacement PARTS for BROOM F.O.B. FACTORY, or (b) repairing any defective PARTS; provided, however, that COMPANY shall be provided with free and safe working access to said defective PARTS. In no event, however, is COMPANY'S obligation to exceed the replacement cost of the defective PART (S) F.O.B. FACTORY.
- 4. COMPANY shall have the option of requiring the return of any allegedly defective PART, including accessory items not manufactured by COMPANY, <u>transportation charges prepaid</u>, before recognizing any claim. COMPANY may return said accessory items to their manufacturers for inspection and determination of cause of failure and credit, if applicable before warranty consideration.
- The foregoing warranties shall not extend to: (1) BROOM which has been subjected to operation in excess of recommended capacities or speeds, misuse, negligence or accident; (2) BROOM, which has been altered or repaired in an unauthorized or improper manner, or with other than approved PARTS; (3) Attachments, tools, or implements neither manufactured nor recommended by COMPANY.
- 6. THE FOREGOING CONSTITUTES COMPANY'S SOLE RESPONSIBILITY UNDER THESE WARRANTIES, AND THE EXCLUSIVE REMEDY FOR THE BREACH THEREOF. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

## Items Not Covered By Warranty Policy

- 1. Secondary Warranty: This warranty shall not apply to component parts or accessories of products not manufactured by Trackmobile and which carry the warranty of the manufacturer thereof.
- 2. Replacement of Assemblies: Trackmobile has the option to repair or replace any failed part or assembly. It is the Trackmobile policy to decline to replace a complete component that is field repairable by replacement or repair of the defective part or parts within the component.
- 3. Normal Maintenance Services: Maintenance services are excluded from warranty claims. These services include such things as, adjustments made necessary by use, such as tightening of hydraulic fittings, hoses, nuts and capscrews. Adding or replacing of service fluids, filters, etc.
- 4. **Transportation Damage:** Any damage or loss caused by carrier handling is a transportation claim and must be pursued with the carrier.
- 5. Storage Damage: No coverage is provided for damage to products while in the distributor's inventory.
- 6. Deterioration: Repairs or reconditioning required as a result of age or weathering are not covered by the warranty.
- 7. Towing or Hauling: Towing or hauling charges or damages resulting from towing or hauling are not covered by the warranty.
- 8. Secondary Damages: Should the owner or operator continue to operate the BROOM after a defect has been noted, Trackmobile will not be responsible under the warranty for resultant damage to other parts due to that continued operation.
- 9. Emergency Parts Orders: Emergency parts handling charges, minimum parts billing charges and freight charges will not be reimbursed.
- 10. Field Installation: Proper installation of options and kits is the responsibility of the customer or distributor performing the work. Trackmobile accepts no responsibility for improper or unauthorized field installations.
- 11. Field Modifications: Only approved modifications may be made to the BROOM. Written approval must be obtained from Trackmobile, prior to the modification being made.
- 12. Products manufactured by others which are covered by warranties extended by the original manufacturers.
- 13. GENERAL EXCLUSION: Any Broom which has in TRACKMOBILE'S judgement ,been subjected to misuse, negligence, loading beyond its normal capacity, alteration, accident or lack of recommended regular maintenance service so as in any way to affect adversely its performance and reliability, will NOT be covered by warranty. Our obligation under this warranty shall not include any liability for incidental, indirect or consequential damages or delay.

BROOM SERIAL NO.		TRACKMOBILE SERIAL NO.		PERSON IN CHAR	PERSON IN CHARGE OF UNIT		
CUSTOMER NAME			TYPE OF INDUSTR	<u></u> γ		TELEPHONE	
STREET ADDRESS			MAILING ADDR	ESS			
CITY	State	ZIP			COUNTRY		
This Broom has been r and instructions have				DISTRIBUT	OR		
CUSTC	MER'S NAME	Ē		CITY		State	_
			-	Signed			
TITLE				_			
			email				