

LOFTNESS SPECIALIZED EQUIPMENT, INC.

LIMITED WARRANTY POLICY

The limited warranty policy begins upon delivery of the unit to the original customer.

The following Loftness products have a two (2) year limited warranty;

XLB10 Grain Bag Loader, Battle Ax L-series Skid Steer, Battle Ax S-series Skid Steer, Battle Ax H-series Skid Steer, Battle Ax Excavator 20-series, Battle Ax Excavator 30-series, Battle Ax Excavator 40-series, Battle Ax Excavator 50-series, Battle Ax Extreme, Bad Ax Skid Steer, Timber Ax Skid Steer, Stump Ax, BT20, Kwik Cut.

All other Loftness products have a one (1) year limited warranty.

If any Loftness product is used as rental or leased equipment the limited warranty period is for only 30 days from the delivery date to the original customers.

Loftness Specialized Equipment, Inc. ("LOFTNESS") warrants new LOFTNESS machinery and/or attachments at the time of delivery to the original purchaser, to be free from defects in material and workmanship when properly set up and operated in accordance with the recommendations set forth in the LOFTNESS Operator's Manual. The second year of limited warranty includes only parts, and not labor.

LOFTNESS' liability for any defect with respect to accepted goods shall be limited to repairing the goods at an authorized dealer or other LOFTNESS designated location, or replacing them as LOFTNESS shall elect. The above shall be in accordance with LOFTNESS warranty adjustment policies.

WARRANTY REQUIREMENTS

Warranty registration form must be filled out and returned to Loftness Specialized Equipment to validate all warranty claims. To request a warranty claim, a return authorization from LOFTNESS must be obtained. The failed part may then be returned in an untampered status. This warranty does not include freight or delivery charges incurred when returning machinery for servicing. Dealer mileage, service calls and pick-up/delivery charges are the customer's responsibility.

LIMITATIONS OF WARRANTY

LOFTNESS products are designed to provide years of dependable service when proper use and maintenance is adhered to. The potential for misuse in many applications exists; therefore, a limited warranty is provided as follows.

This warranty shall not apply to any machine or attachment which shall have been repaired or altered outside the LOFTNESS factory or authorized LOFTNESS dealership or in any way so as in LOFTNESS' judgment, to affect its stability or reliability, nor which has been subject to misuse, negligence or accident, nor to any machine or attachment which shall not have been operated in accordance with LOFTNESS' printed instructions or beyond the company recommended machine rated capacity. LOFTNESS may elect to have an area representative evaluate the condition of the machine before warranty is considered.

In addition, this limited warranty provides no coverage for general wear or maintenance items, misuse, environmental conditions and/or contamination for which they were not designed or not intended, including but not limited to the following items;

Use of machine beyond its rated capacity, Conveyors, Improper knife replacement, Auger wear, Missing knives, Saw blades, Striking foreign objects, Brakes and brake pads, Lack of lubrication, Tires, Failures caused by running in an "out-of-balance" condition, Hydraulic hoses damaged by being caught in "pinch points" or by moving parts, and Damage caused by excessive force from the power unit.

EXCLUSIONS OF WARRANTY

Except as otherwise expressly stated herein, LOFTNESS makes no representation or warranty of any kind, expressed or implied. **The implied warranty of merchantability and fitness for a particular purpose are disclaimed, and excluded from this limited warranty.** The remedies set forth in this warranty are the sole and exclusive remedies available to any person under this warranty. LOFTNESS shall have no liability to any person for incidental, consequential or special damages of any description, whether arising out of express or implied warranty or any other contract, negligence, or other tort or otherwise. This exclusion of consequential, incidental and special damages is independent from and shall survive any finding that the exclusive remedy failed of its essential purpose. Upon purchase, the buyer assumes all liability, all personal injury and property damage resulting from the handling, possession or use of the goods by the buyer.

No agent, employee or representative of LOFTNESS has any authority to bind LOFTNESS to any affirmation, representation or warranty concerning its machinery and/or attachments except as specifically set forth herein.