

# Limited Warranty

## LIMITED WARRANTIES

1. McKenzie Supply & Equipment Ltd warrants for one year from the purchase date to the original purchaser that the goods purchased are free from defects in material and workmanship.
2. McKenzie Supply & Equipment Ltd will replace for the purchaser any parts found, upon examination at the factory, to be defective under normal use and service due to defects in material or workmanship.
3. This warranty does not apply to any part of the goods which has been subject to improper or abnormal use, negligence, alteration, modification, or accident, damage due to the lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This warranty does not apply to any part of any combustion engine, or expendable items such as blades, blade bolts, seals, shields, guards, or tires.
4. Except as provided herein, no employee, agent, dealer, or other person is authorized to give any warranties of any nature on behalf of McKenzie Supply & Equipment Ltd.

## REMEDIES AND PROCEDURES

1. This warranty is not effective unless the purchaser fills out and returns the warranty registration form & inspection report to McKenzie Supply & Equipment Ltd. Within 30 days of purchase.
2. Purchaser claims must be made in writing to authorized dealer from whom purchaser purchased the goods or and approved authorized dealer within 30 days after purchaser learns of the facts on which the claim is based.
3. Purchaser is responsible for returning the goods in question to the dealer.
4. If after examining the goods and / or parts in question , McKenzie Supply & Equipment Ltd finds them to be defective under normal use and service due to defects in material or workmanship, McKenzie Supply & Equipment will, repair or replace the defective part(s) and reimburse purchaser for reasonable labor charges (as determined by McKenzie Supply & Equipment Ltd ) . The choice of remedy shall belong to McKenzie Supply & Equipment Ltd.

## LIMITATION OF LIABILITY

1. MCKENZIE SUPPLY & EQUIPMENT LTD 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.
2. MCKENZIE SUPPLY & EQUIPMENT MAKES NO WARRANTY AS TO THE DESIGN, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS.
3. EXCEPT AS PROVIDED HEREIN, MCKENZIE SUPPLY & EQUIPMENT LTD SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE PURCHASER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ELLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING BUT NOT LIMITED TO , ANY DIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, MCKENZIE SUPPLY & EQUIPMENT LTD LIABILITY HEREUNDER FOR DAMAGES INCURRED BY PURCHASER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS.
4. 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.

## MISCELLANEOUS

1. The laws or the State of Wisconsin shall govern the construction of this agreement. Venue for any lawsuits shall be in Barron county, Wisconsin.
2. McKenzie Supply & Equipment Ltd 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.
3. 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.

## KEEP FOR YOUR RECORDS

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

**Implement Model #** \_\_\_\_\_ **SN#** \_\_\_\_\_

**Date Purchased** \_\_\_\_\_ **Dealer** \_\_\_\_\_