

Earthquake

EARTHQUAKE CHAINSAWS

Warranty Terms and Conditions

PRODUCT WARRANTY: 1-YEAR LIMITED WARRANTY

Ardisam, Inc., a manufacturing company, warrants this **EARTHQUAKE CHAINSAW** to be free from defects in the material or workmanship for a period of one year from the date of purchase. During the one-year warranty of this product, Ardisam will furnish, at their discretion, parts and labor to correct any defect caused by faulty material or workmanship. Any unit used in a commercial application is covered for a period of 90 days after purchase. This warranty applies to the original owner with a proof of purchase and is not transferable. For the warranty to be valid, the product must be registered online, or the warranty card must be filled out and received by Ardisam, Inc., within 30 days of purchase.

ENGINE WARRANTY: 2-YEAR LIMITED EMISSIONS CONTROL WARRANTY (SEE FEDERAL EMISSION CONTROL WARRANTY STATEMENT FOR DETAILS)

Ardisam, Inc., a manufacturing company warrants its Viper® Engines under a two-year limited emissions control warranty to be free from defects in materials and workmanship for the service life of the product not to exceed twenty-four consecutive months from the date of purchase for consumer applications.

*These warranties apply only to products which have not been subjected to negligent use, misuse, alteration, accident, unauthorized parts, failure to use proper fuel and oil, or if repairs have been performed at non-authorized service centers. These warranties supersede all other warranties either expressed or implied and all other obligations or liabilities on our part. Ardisam, does not assume, and does not authorize any other person to assume for us, any liability in connection with the sale of our products. **To be at "No Charge," warranty work must be sent directly to Ardisam, Inc. or one of our authorized service centers and performed by them.** To obtain warranty service and/or replacement instructions, contact our customer service department. Ardisam, Inc. will cover the cost of shipping only for purchasers located more than 100 miles from an Ardisam authorized repair center if it is determined that warranted repair is indeed necessary. If you choose to ship your product to Ardisam for warranty repair, you must first have prior approval from Ardisam by calling our customer service department for a return material authorization number (RMA#). Under these circumstances, all items must be shipped prepaid. Ardisam will at no charge, repair or replace, at their discretion, any defective part which falls under the conditions stated above. Ardisam retains the right to change models, specifications and price without notice.

Earthquake, Division of Ardisam, Inc.
1160 Eighth Avenue; P.O. Box 666
Cumberland, Wisconsin 54829
800-345-6007 · Fax (715) 822-4180
E-mail: info@getearthquake.com

FEDERAL EMISSION CONTROL WARRANTY STATEMENT

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The United States Environmental Protection Agency (EPA), together with Ardisam, Inc. (Ardisam), are pleased to explain the Emission Control System Warranty on your small off-road engine (SORE). New small off-road engines must be designed, built and equipped to meet stringent anti-smog standards the federal government. Ardisam will warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect, modification or improper maintenance of your engine.

The emission control system includes all components whose failure would increase the emissions of any regulated pollutant. These components are listed in the emission-related parts list located in a subsequent section of this emissions warranty statement. Ardisam will repair your engine at no cost to you for diagnosis, replacement parts and labor, should a warrantable condition occur.

MANUFACTURER'S WARRANTY COVERAGE:

The emission control system is warranted for two years. If, during such warranty period, any emission-related part on your engine is found to be defective in materials or workmanship, repairs or replacement will be performed by a Ardisam Authorized Warranty Service Facility.

PURCHASER'S/OWNER'S WARRANTY RESPONSIBILITIES:

As the SORE purchaser/owner, you are responsible for the completion of all required maintenance as listed in your factory supplied Manual(s). For warranty purposes, Ardisam recommends that you retain all receipts covering maintenance on your SORE. However, Ardisam cannot deny warranty solely because of the lack of receipts or for your failure to ensure the completion of all scheduled maintenance.

As the SORE purchaser/owner, you should, however, be aware that Ardisam may deny any and/or all warranty coverage or responsibility if your SORE or a part/component thereof, has failed due to abuse, neglect, improper maintenance or modifications, or the use of counterfeit and/or "grey market" parts not made, supplied or approved by Ardisam.

You are responsible for presenting your SORE to an Ardisam Authorized Warranty Service Facility as soon as a problem occurs. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

Warranty service can be arranged by contacting either your selling dealer or a Ardisam Authorized Warranty Service Facility. To locate the Ardisam Authorized Warranty Service Facility nearest you, call our free number:

800-345-6007

IMPORTANT NOTE: This warranty statement explains your rights and obligations under the Emission Control System Warranty (ECS Warranty), which is provided to you by Ardisam pursuant to federal law. See also the Ardisam "Product Warranty" (non-emission warranties), which is enclosed herewith on a separate sheet or located in additional materials accompanying this product. The ECS Warranty applies only to the emission control system of your new engine. If there is any conflict in terms between the ECS Warranty and the Ardisam

Warranty, the ECS Warranty shall apply except in circumstances where the Ardisam Warranty may provide a longer warranty period. Both the ECS Warranty and the Ardisam Warranty describe important rights and obligations with respect to your new engine.

Warranty service can be performed only by an Ardisam Authorized Warranty Service Facility. When requesting warranty service, evidence must be presented showing the date of the sale to the original purchaser/owner. Ardisam will not be responsible for any and/or all damages or losses incurred while the engine is being transported/shipped for inspection or warranty repairs.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR WARRANTY RIGHTS AND RESPONSIBILITIES, YOU SHOULD CONTACT ARDISAM AT THE FOLLOWING ADDRESS:

Ardisam, Inc.
1160 Eighth Avenue; P.O. Box 666
Cumberland, Wisconsin 54829
800-345-6007 · Fax (715) 822-4180
E-mail: info@ardisam.com

II. EMISSION CONTROL SYSTEM WARRANTY

Emission Control System Warranty (ECS Warranty) for equipment using small off-road engines:

(a) Applicability: This warranty shall apply to equipment that uses small off-road engines. The ECS Warranty Period shall begin on the date the new engine or equipment is purchased by/delivered to its original, end-use purchaser/owner and shall continue for 24 consecutive months thereafter.

(b) General Emissions Warranty Coverage: Ardisam warrants to the original, end-use purchaser/owner of the new engine or equipment and to each subsequent purchaser/owner that each of its engines is...

(1) Designed, built and equipped so as to conform with all applicable regulations adopted by the EPA pursuant to their respective authority, and

(2) Free from defects in materials and workmanship which, at any time during the ECS Warranty Period, may cause a warranted emissions-related part to fail to be identical in all material respects to the part as described in the engine manufacturer's application for certification.

The ECS Warranty only pertains to emissions-related parts on your engine, as follows:

(1) Any warranted, emissions-related parts that are not scheduled for replacement as required maintenance in the Maintenance Schedule (located in the section of the Manual(s) pertaining to maintenance) shall be warranted for the ECS Warranty Period. If any such part fails during the ECS Warranty Period, it shall be repaired or replaced by Ardisam according to Subsection (4) below. Any such part repaired or replaced under the ECS Warranty shall be warranted for the remainder of the ECS Warranty Period.

(2) Any warranted, emissions-related part that is scheduled only for regular inspection as specified in the Maintenance Schedule (located in the section of the Manual(s) pertaining to maintenance) shall be warranted for the ECS Warranty Period. A statement in such written instructions to the effect of "repair or replace as necessary" shall not reduce the ECS Warranty Period. Any such part repaired or replaced under the ECS Warranty shall be warranted for the remainder of the ECS Warranty Period.

(3) Any warranted, emissions-related part that is scheduled for replacement as required maintenance in the Maintenance Schedule (located in the section of the Manual(s) pertaining to maintenance) shall be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part shall be repaired or replaced by Ardisam according to Subsection (4) below. Any such emissions-related part repaired or replaced under the ECS Warranty shall be warranted for the remainder of the ECS Warranty Period prior to the first scheduled replacement point for such emissions-related part.

(4) Repair or replacement of any warranted, emissions-related part under this ECS Warranty shall be performed at no charge to the owner at a Ardisam Authorized Warranty Service Facility.

(5) When the engine is inspected by a Ardisam Authorized Warranty Service Facility, the owner shall not be held responsible for diagnostic costs if the repair is deemed warrantable.

(6) Ardisam shall be liable for damages to other original engine components or approved modifications proximately caused by a failure under warranty of any emission-related part covered by the ECS Warranty.

(7) Throughout the ECS Warranty Period, Ardisam shall maintain a supply of warranted emission-related parts sufficient to meet the expected demand for such emission-related parts.

(8) Any Ardisam authorized and approved emission-related replacement part may be used in the performance of any ECS Warranty maintenance or repairs and will be provided without charge to the purchaser/owner. Such use shall not reduce Ardisam's ECS Warranty obligations.

(9) Unapproved, add-on, modified, counterfeit and/or "grey market" parts may not be used to modify or repair a Ardisam engine. Such use voids this ECS Warranty and shall be sufficient grounds for disallowing an ECS Warranty claim. Ardisam shall not be held liable hereunder for failures of any warranted parts of a Ardisam engine caused by the use of such an unapproved, add-on, modified, counterfeit and/or "grey market" part.

EMISSION-RELATED PARTS INCLUDE THE FOLLOWING (IF EQUIPPED):

- (1) Fuel Metering System
 - (i) Carburetor and internal parts (and/or pressure regulator or fuel injection system).
 - (ii) Air/fuel ratio feedback and control system.
 - (iii) Cold start enrichment system.
 - (iv) Fuel Tank.
- (2) Air Induction System
 - (i) Controlled hot air intake system.
 - (ii) Intake manifold.
 - (iii) Air filter.
- (3) Ignition System
 - (i) Spark Plugs.
 - (ii) Magneto or electronic ignition system.
 - (iii) Spark advance/retard system.
- (4) Exhaust Gas Recirculation (EGR) System
 - (i) EGR valve body, and carburetor spacer if applicable.
 - (ii) EGR rate feedback and control system.
- (5) Air Injection System
 - (i) Air pump or pulse valve.
 - (ii) Valves affecting distribution of flow.
 - (iii) Distribution manifold.
- (6) Catalyst or Thermal Reactor System
 - (i) Catalytic converter.
 - (ii) Thermal reactor.
 - (iii) Exhaust manifold.
- (7) Particulate Controls
 - (i) Traps, filters, precipitators, and any other device used to capture particulate emissions.
- (8) Miscellaneous Items Used in Above Systems
 - (i) Electronic controls.
 - (ii) Vacuum, temperature, and time sensitive valves and switches.
 - (iii) Hoses, belts, connectors, and assemblies.