Ariens

COMPANY

Bagger Accessory Warranty 2012

Ariens warrants to the original retail purchaser that this Ariens® product is <u>free from defects in material or workmanship</u> under normal use and maintenance from the date of retail purchase for the applicable Warranty Period. This Limited Warranty may not be transferred to any subsequent purchaser of this Ariens® product. Certain limitations apply, as described in this document. Ariens will repair or replace at its discretion, any defective product or part covered by the Limited Warranty, free of charge at any authorized Ariens Servicing Dealer/Center using original OEM Ariens replacement parts, subject to the limitations and exclusions described below. Ariens does not offer an over-the-counter exchange program.

DISCLAIMERS, LIMITATIONS AND EXCLUSIONS

- 1. WARRANTY DISCLAIMER. THIS LIMITED WARRANTY IS THE SOLE EXPRESS WARRANTY PROVIDED BY ARIENS AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, EXCEPT AS MAY BE PROVIDED BY LAW. THIS WARRANTY IS GIVEN ONLY BY ARIENS, AND MAY BE MODIFIED ONLY BY ARIENS. THIS LIMITED WARRANTY IS THE FINAL EXPRESSION OF OUR AGREEMENT, AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THAT AGREEMENT. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BASED ON LOCALITY
- 2. **LIMITED DURATION.** ANY WARRANTY THAT MAY BE IMPLIED BY LAW (INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND IMPLIED WARRANTY OF MERCHANTABILITY) IS LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY PERIOD UNDER THIS LIMITED WARRANTY. SOME LOCALITIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- 3. **EXCLUSIVE REMEDIES.** SOME LOCALITIES, INCLUDING THE PROVINCE OF QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INJURY TO PERSON OR FOR DAMAGES RESULTING FROM THE FAULT OF THE MANUFACTURER AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS SUCH, SOME OF THE FOLLOWING LIMITATIONS MAY NOT APPLY TO YOU. THE ABOVE REMEDIES ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF THIS LIMITED WARRANTY. NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED.
- 4. HOMEOWNER and CONSUMER WARRANTY is for one year for tractor lawn bagger assembly.
- 5. COMMERCIAL, INSTITUTIONAL, AGRICULTURAL, INDUSTRIAL, INCOME PRODUCING, or RENTAL use. There is No Warranty coverage.
- 6. **Owner's (Your) Responsibilities.** To preserve your rights under this Limited Warranty, you must exercise reasonable care and use of the product, including, following the preventative maintenance, storage, etc., as prescribed in the enclosed operator's manual. For example, the following items are the Owner's responsibility and are <u>not</u> covered by this Limited Warranty:
 - a. Set-up and pre-delivery service
 - b. Adjustments after the first (30) thirty days of purchase and beyond
 - c. Preventative maintenance as outlined in the operator's manual.

In addition, you must cease using the product immediately upon any failure or damage. The product should be taken to an authorized Ariens servicing dealer prior to any further use.

- 7. **Damages resulting from normal aging, wear and tear or neglect are NOT covered.** The Limited Warranty does not cover damage other than that resulting from defects in material or workmanship. The following are NOT considered defects in material or workmanship, and therefore are NOT covered.
 - (a) Cuts, tears, ripped, or worn bagger chutes, bags, or bungee attachments
 - (b) Natural discoloration of materials due to ultraviolet light;

In addition, this Limited Warranty does not cover damages, malfunctions or failures resulting from abuse or neglect of the product related to or including any of the following:

- (c) Failure to provide or perform required maintenance services as prescribed in the operator's manual;
- (d) Abuse, misuse, neglect, modifications, alterations, normal wear, improper servicing, use of unauthorized
- (e) Pressure cleaning or steam cleaning the product;
- (f) Operation of the unit with improperly installed/removed or modified cutting shields, guards, or safety devices;
- (g) Failures due to improper set up, pre-delivery service or repair service by anyone other than an authorized Ariens servicing dealer during the warranty period;
- (h) Continued use of product, after initial operational problem or failure occurs.

HOW TO OBTAIN SERVICE

- 8. **Authorized Ariens Servicing Dealer/Center.** In order to obtain warranty coverage it is your responsibility (at your expense) to deliver or ship your Ariens unit to an authorized Ariens Servicing Dealer/Center and arrange for pick-up or return of your unit after the repairs have been made. If you do not know the location of your nearest authorized Ariens Servicing Dealer, call Ariens, at 1-920-756-4688 during the hours of 8:00 AM to 5:00 PM Central Standard Time, or visit www.Ariens.com. Should you require assistance or have questions concerning this Limited Warranty, you may contact us at 1-920-756-4688 or at www.Ariens.com.
- 9. **Documentation Required.** You must maintain and present Proof of purchase (including date, product model and, if applicable, engine serial number) to an authorized Ariens Servicing Dealer for warranty service under this Limited Warranty. Proof of purchase rests solely with you. Ariens encourages you to register your product online at www..Ariens.com to help ensure, among other things, that you can be notified of important product information. However, registering your product is not a condition of warranty service.