

ARDISAM

WARRANTY TERMS AND CONDITIONS

PRODUCT WARRANTY: 1-YEAR LIMITED WARRANTY

Ardisam, Inc. (Ardisam) warrants the product(s) under a one-year limited warranty to be free from defects in the material or workmanship or both for a period not exceeding twelve consecutive months from the date of original purchase by the first retail consumer or first commercial end user. "Consumer use" means personal recreational use by a retail consumer. "Commercial use" or "commercial application" means all other uses, including use for commercial, income producing or rental purposes. Once a product has experienced commercial use, it shall thereafter be considered as a commercial use product for the purpose of this warranty. This warranty applies to the original owner that provides a proof of purchase. The warranty is not transferable. The warranty period begins on the date of purchase by the first retail consumer or commercial end user, and continues for the twelve month consecutive period thereafter. Any unit used in a commercial application is covered for a period of 90 days after purchase by the first commercial end user. For the warranty to be valid, the product must be registered online, or the warranty card must be filled out and received by Ardisam, within 30 days of purchase. Ardisam shall not be obligated to ship any repair or replacement product to any location outside of the United States of America or Canada.*

ENGINE WARRANTY: 2-YEAR LIMITED EMISSIONS CONTROL WARRANTY (SEE EXPLANATION OF EMISSIONS CONTROL WARRANTY STATEMENT FOR DETAILS)

Ardisam warrants the Viper[®] engine(s) under a two-year limited emissions control warranty to be free from defects in the materials or workmanship or both for the service life of the product not to exceed twenty-four consecutive months from the date of purchase for consumer applications. As a Viper[®] small engine owner, you are responsible to perform periodic maintenance as specified in the product's operator's manual and/or engine manual. The warranty period begins on the date of purchase by the first retail consumer or commercial end user, and continues for the period of time stated above.*

For replacement parts, phone 800-345-6007.

*This warranty policy applies only to products which have not been subjected to negligent use, misuse, uses other than those indicated in the product's operator's manual, alteration, accident, use of unauthorized parts, failure to perform periodic maintenance as specified in product's operator's manual, normal wear and tear, use of unauthorized parts or repairs performed at unauthorized service centers. There is no other expressed warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to one year from purchase, or to the extent permitted by law. All other implied warranties are excluded. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law. Ardisam does not assume, and does not authorize any other person to assume for Ardisam, any liability in connection with the sale of Ardisam products. To be at "No Charge," warranty work must be sent directly to and performed by Ardisam or an Ardisam Authorized Warranty Service Facility. To obtain warranty service and/or replacement instructions, contact the Ardisam Customer Service Department at 800-345-6007. If you choose to ship your product to Ardisam for warranty repair, you must first have prior approval from Ardisam by calling the Ardisam Customer Service Department for a return material authorization number (RMA#). Under these circumstances, all items must be shipped prepaid. For Viper[®] engine warranty repairs, Ardisam will cover the cost of shipping only for purchasers located more than 100 miles from an Ardisam Authorized Warranty Service Facility if it is determined that warranted repair is indeed necessary. Ardisam will at no charge, repair or replace, at the discretion of Ardisam, any defective part which satisfies all conditions stated above. Ardisam retains the right to change models, specifications and price without notice. Ardisam shall not be obligated to ship any repair or replacement product to any location outside of the United States of America or Canada.

17645-REV1



FEDERAL EMISSIONS 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 an 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 an 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 8th 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)



MC43 2-Cycle Cultivator

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 emissionsrelated 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 an Ardisam Authorized Warranty Service Facility.

(5) When the engine is inspected by an 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 an 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 an 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.