



LIMITED WARRANTY

ABI Force z23 Power Attachments

12 Month Farm & Ranch, 12 Month Commercial, & 3 Month Rental

ABI FORCE z23 CHASSIS & ATTACHMENTS TERMS & CONDITIONS

"ABI" means ABI Attachments, Inc. 520 S Byrkit Ave, Mishawaka, Indiana 46544, 877.788.7253. The Power Attachments for the ABI FORCE® are warranted for twelve (12) months, from the original consumer invoice date, against defects in materials and/or workmanship when put to normal and designed consumer or commercial use. However, rental usage is warranted for three (3) months. This warranty is only valid on new equipment to the original purchaser with proof of purchase.

The warranty holder is responsible for performing reasonable and proper maintenance. The warranty holder is further responsible for performing replacement of normally wearing parts, including ground-engaging components of optional attachments at additional consumer expense.

ABI's obligation and or liability, under this warranty, of any product defect or claim for injury or damages is limited to repair or replacement of the product, or payment of the reasonable cost of repair or replacement of the product, at ABI's sole discretion. During the warranty period, warranty parts or replacement product will ship by a standard method at no charge to the warranty holder, in the United States & Canada only. Expedited shipping of warranty parts or replacement product is the responsibility of the warranty holder.

To secure warranty service the warranty holder must, (1) report the defect immediately to ABI customer service for warranty consideration within the applicable warranty term in writing and discontinue use of the product; (2) present photographic evidence of the warranty claim and valid proof of purchase; (3) return the product or part to ABI or independent service technician within 30 days of defect discovery or failure for return, inspection or repair, if required. If ABI is unable to repair the product to conform to the warranty after a reasonable number of attempts, ABI will provide, at its option, one of the following: (a) a replacement for the product or, (b) a full refund of the purchase price. Repair, replacement, or refunds are the warranty holder's EXCLUSIVE remedies against ABI under this limited warranty.

ABI IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Equipment purchased used; (2) Any equipment that has been altered or modified in ways not approved by ABI, including, but not limited to, unauthorized repair, and acts of God; (3) Depreciation or damage caused by normal wear, damage due to inadequate maintenance, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, abuse, lack of proper protection during storage or use, vandalism, the elements, freezing of any kind, collision or accident; (4) Normal maintenance/wear parts and/or service, including but not limited to cables, chains, switches, pins, bolts, tires, rims, bearings, and ground-engaging components. Periodic replacement of normally wearing parts and ground-engaging components of chassis and options are the responsibility of the warranty holder.

To the extent permitted by law, **the limited warranty stated above is the exclusive warranty given by ABI, to the original purchaser, and ABI disclaims any other warranties. There are no other warranties, either expressed or implied, including any warranty of merchantability, fitness for a particular purpose, or arising from a course of dealing or trade usage. ABI shall not be liable in any event for incidental or consequential or other special damages under any theory of strict liability or negligence, or expenses of any kind, including, but not limited to, personal injury, damage to property, cost of equipment rentals, loss of profit, or cost of hiring services to perform tasks normally performed by these products.** ABI reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.

Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

Owner Responsibilities:

You must maintain your ABI Product by following the maintenance procedures described in the Operator's Manual. Such routine maintenance, whether performed by a dealer or by you, is at your expense. Parts scheduled for replacement as required maintenance ("Maintenance Parts"), are warranted for the period of time up to the scheduled replacement time for that part. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.

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Items & Conditions Not Covered:

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This warranty does not cover the following:

- Product failures which result from the use of non-ABI approved replacement parts, or from installation and use of add-on, or modified non-ABI approved branded accessories and products.
- Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain your ABI product per the Recommended Maintenance listed in the Operator's Manual can result in claims for warranty being denied.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Pickup and delivery charges unless otherwise specified
- Parts subject to consumption through use unless found to be defective. Examples of parts which are consumed, or used up, during normal Product operation include, but are not limited to, bearings (sealed or greasable), spark plugs, caster wheels and bearings, tires, filters, mats, pins, tips, shanks, and ground-engaging components.
- Failures caused by outside influence. Conditions considered to be outside influence included, but are not limited to: weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration. Normal "wear and tear" includes, but is not limited to: damage to pads due to wear or abrasion, worn painted surfaces, scratched decals, etc.

No Dealer Warranty:

The selling dealer makes no warranty of its own and the dealer has no authority to make any representation or promise on behalf of ABI, or to modify the terms or limitations of this warranty in any way.

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