





## V. Exclusions from Limited Warranty (continued)

6. The Limited Warranty *also* does not cover the following:

- a: Rental of a replacement carrier during the repair period;
- b: Products that have been declared a total loss and subsequently salvaged;
- c: Shipping and handling charges;
- d: Travel time or mileage in excess of 100 miles round trip;

7. GPS devices are standard features of Terramac carriers. Do not remove any GPS devices/capabilities from any carrier unit without Terramac's prior written consent as this will void this warranty.

## VI. Warranty and Damage Disclaimer

THE LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY TERRAMAC FOR THE CARRIER. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE. THE EXPRESS TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY IN PLACE OF ALL WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, STATEMENTS, UNDERTAKINGS, AND OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

TERRAMAC EXPRESSLY DISCLAIMS, AND UNDER NO CIRCUMSTANCES, WILL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE CARRIER, DOWNTIME COSTS OR CLAIMS, WHETHER BASED ON CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

IF APPLICABLE, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

## VII. Dealer Responsibility

If you believe that a defect in material or workmanship is present, you must cease operating the Carrier until repairs are made as it may affect the safe and proper operation of the Carrier and may cause additional damage. Damage which occurs from continued operation will not be covered by this warranty. You should contact your authorized Terramac dealer immediately to obtain warranty service.

Terramac recommends that you keep records and receipts of your maintenance; you may be asked to prove that the maintenance instructions have been followed. Failure to present such proof may lead to the denial of your warranty claim.

Dealers are required to perform all repairs and routine lubrication services per OEM specifications. See **Section VIII**, Lubrication Policy, for further details.

### **VIII. Lubrication Policy**

Dealers are required to use the specified OEM fluids or ones with equivalent specifications.

Initial 250 hour hydraulic filter and hub service:

- Must Service:
  - Replace hydraulic filters (Purchasable through Terramac)
  - Replace drive hub oil
  - Obtain hydraulic and gear oil sample (One sample from each hub)
    - Sample kits purchasable through Terramac
- Warrantable:
  - 2 service hours
  - 100 miles (Not to exceed)
  - Filters, gear oil and sample kits (3 kits: 1 hydraulic and 2 hub)

### **IX. Procedure for Obtaining Warranty Service**

Terramac recommends that you take your Carrier to the dealer from whom it was purchased for any warranty service. If that is not possible or is inconvenient, the Carrier must be taken to any authorized Terramac dealer.

In those cases in which it is inconvenient to deliver the equipment to the dealer, the warranty repairs may be made by the Terramac dealer at the warrantied owner's location. However, please note the dealer may charge for pickup, delivery, travel time, or mileage. Such charges are not covered and are expressly disclaimed under the Terramac Limited Warranty.

If requested by Terramac, parts for which a warranty claim is made are to be returned for further inspection, transportation prepaid, to Terramac. Defective items should be retained for 180 days after acknowledgment of receipt of the claim, or until resolution of the claim, whichever is longer.

### **X. Right to Make Changes**

Terramac reserves the right to make any changes to the design, manufacturing, etc. of the Carrier at any time without incurring any obligation with respect to any previously ordered, sold, or shipped Carriers.